

Panaji, 15th December, 2016 (Agrahayana 24, 1938)

SERIES II No. 37

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 36 dated 08-12-2016 namely, Extraordinary dated 13-12-2016 from pages 651 to 652 regarding Notifications from Department of General Administration.

Department of Civil Aviation

Directorate of Civil Aviation

Order

No. DOCA/EST/Appt. Dy.Col/18/16-17/509

Whereas the Land Acquisition Awards were passed by the SLAO for Mopa Airport project and possession of the land was taken by the acquiring department.

And whereas compensation of several affected persons could not be disbursed due to following reasons.

- (i) The ownership is in dispute which required to be settled by the appropriate Court.
- (ii) The occupants unable to submit their inter-se share as a result their compensation is kept as Revenue Deposit.
- (iii) The occupants deceased and their legal heir unable to produce legal documents and their compensation kept as Revenue Deposit.

In order to expedite the disbursement of above cases, Government is pleased to appoint Shri N. D. Agrawal, retired Collector (South Goa) as Adviser for a period of 4 months from 1st December, 2016 to 31st March, 2017.

He shall advise the SLAO to submit the cases that are to be settled by the Court of Law in a time bound manner. He shall advise the claimants in preparing their documents, which will help them to receive their compensation from SLAO.

He shall also co-ordinate with Director, Civil Aviation and SLAO to organize special camps at Pernem to make documentation and disbursement of compensation on the spot at the camp.

Shri Agrawal will be paid a lump sum honorarium of Rs. 50,000 per month in addition to pension. The Director, Civil Aviation and SLAO Mopa Airport shall render all assistance to

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 1/22/109/2016-17/D.Agr/268

The Government is pleased to count the past service rendered by Shri Hrishikesh Babasaheb Pawar, Subject Matter Specialist (Fisheries) as Superintendent of Fisheries (Aquaculture) at Fisheries Department, Panaji w.e.f. 05-02-2014 to 09-05-2016, for pensioner benefits and other entitled benefits under New Pension Scheme under which the Permanent Pension Account Number (PPAN) obtained by the incumbent in the past services will be operative in the name of the incumbent (under which the subscribers contribution accumulated) to the new assignment subject to the condition that the terminal benefits, if any, obtained by him should be deposited in Government treasury alongwith interest.

This issues with the concurrence of Finance (Rev. & Cont.) Department vide their U.O. No. 1400028714 dated 11-11-2016.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director (Agriculture).

Tonca-Caranzalem, 7th December, 2016.

Shri Agrawal in discharging his duties. The staff presently working in the office of the SLAO shall work in the direct supervision of Shri Agrawal for this specific task in addition to their own duties.

By order and in the name of the Governor of Goa.

Dr. S. Shanbhogue, Director & ex officio Joint Secretary (Civil Aviation).

Porvorim, 1st December, 2016.

Department of Co-operation

Before the Registrar of Co-operative Societies

Order

No. 26-4-10-Fisheries-TS/RCS/3541

- Read: 1. Showcause Notice No. 62-05-2004-TS-RCS/2760 dated 6-10-2016.
2. Showcause Notice No. 62-05-2004-TS-RCS/2920 dated 21-10-2016.

In exercise of powers conferred on me under Section 61 of the Goa Co-operative Societies Act, 2001, I, Meena H. N. Goltekar, Registrar of Co-op. Societies, Government of Goa, hereby disqualify the present Board of Directors of the Mandovi Fishermen Marketing Co-operative Society Ltd., Malim Jetty, Bardez-Goa, namely, Shri Francis D'Souza, Shri Menino Alfonso & Shri Francis Anthony Fernandes for a period of five years from date of issue of this order for being chosen as Directors and shall be ineligible to continue as Directors of any Society. The present Board of Directors is succeeded by appointment of Administrator to run the affairs of the Society. Further, in terms of powers conferred on me under Section 71 of the Act and with the concurrence of the Government:

1. I hereby appoint Shri A. W. Rane, Senior Scale Officer, Goa Civil Service, as an Administrator to run the affairs of the Society.

2. The appointed Administrator shall be responsible for overall conduct of the business of the said society and make necessary arrangement for constitution of new Board of Directors by way of election with due procedure of law.
3. The tenure of the Administrator so appointed is for the initial period of six months and shall be extended as per the requirement and situation demands at the satisfaction of the Registering Authority.
4. The administrator appointed is responsible to perform all the duties as provided under the provisions of the Act with the exception of admission of members.

The Order shall come in force with immediate effect.

Given under my hand and seal of this Authority on this 30th day of November, 2016.

Meena H. N. Goltekar, Registrar (Co-op. Societies).

Department of Finance

Revenue & Control Division

Order

No. 3/1/2009-Fin(R&C)(2)/1318

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act No. 2 of 1964), the Government of Goa is pleased to exempt the Konkani film "NIRMON" from the liability of payment of entertainment tax in whole, when screened in any of the theatres in the State of Goa for a further period of six months from 18th November, 2016 till 17th May, 2017.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).

Porvorim, 6th December, 2016.

Department of General Administration

Notification

No. 2/1/2015-GAD-H

Read: Government Notification No. 2/1/2015-GAD-H dated 03-11-2015.

In partial modification of the Government Notification No. 2/1/2015-GAD-H dated 03-11-2015, the Special Holiday depicted at Sr. No. 2 of the Annexure-II to the said Notification is rescheduled as shown below:-

Sr. No.	Holidays	Date	Saka	Days of the week
2.	Milad-Un-Nabi or Id-e-Milad (Birthday of Prophet Md.)	December, 12	Agrahayana, 21	Monday

By order and in the name of the Governor of Goa.

Varsha S. Naik, Under Secretary (GA-I).

Porvorim, 9th December, 2016.

Goa Human Rights Commission

Proceeding No. 155/2013

Inquiry Report

The complainant has approached this Commission alleging violation of his human rights. The Complainant has projected three grievances. The first grievance of the Complainant is that he was being transferred from one station to another station ostensibly to harass him and to pressurize him to withdraw all the criminal cases filed by him against the then Chief Minister Shri Manohar Parrikar which are pending before the Hon'ble High Court. The second grievance of the Complainant is that, the Executive Engineer, Shri B. M. Dessai on pressure and advice of Mr. Lyndon Monteiro so also the Power Minister Shri Milind Naik had arbitrarily withheld his Earned Leave for 61 days to pressurize the Complainant to withdraw Writ Petition No. 34/2013 whereby the Complainant has sought to register First Information Report on the Legislator's colleague of Power Minister and also sought to register First Information Report against Mr. Lyndon Monteiro. The third grievance of the Complainant is that he was not paid salary for five months.

2. Taking cognizance of the complaint, this Commission issued notices to 1) State of Goa through the Chief Secretary, Secretariat, Porvorim-Goa, 2) The Secretary (Power), Government of Goa, Secretariat, Porvorim-Goa, 3) The Chief Electrical Engineer, Electricity Department, Panaji-Goa, 4) The Executive Engineer, Division XV (Civil), Electricity Department, EDC Building, Patto, Panaji-Goa and 5) The Assistant Engineer, Sub. Div. III, Div. XV (Civil) Electricity Department, Xeldem, Quepem-Goa. In pursuance to the notices, the Respondent No. 4 and 5 filed their detailed reply. The Respondent Nos. 1, 2 and 3 adopted the reply filed by Respondent No. 4 and 5.

3. We have heard the Complainant. It is pointed out that when this matter came up for hearing on 07-06-2016, the Respondents prayed for time which

was granted as last opportunity by making it clear that no further time shall be granted and the matter shall proceed in case the Respondents do not argue the matter and the matter was posted for hearing on 05-07-2016. On that date of hearing, i.e. on 05-07-2016, Advocate for Respondents did not remain present. Mrs. Saraswati Shirodkar, Head Clerk was present on behalf of Respondent No. 4. Shri Nago Velip, Assistant Engineer was present on behalf of Respondent No. 5. Both the representatives of Respondent No. 4 and 5 stated before us that they are not able to argue the matter. It was noted by this Commission that the matter was very old and was being adjourned from time to time. It was further noted that last opportunity was granted to the Respondents when the matter came up for hearing on 07-06-2016. In spite of the above position, the Respondents were not diligent to pursue the matter. This Commission therefore proceeded with the matter and heard the Complainant. We have also perused the entire records of this case.

4. As far as first two grievances of the Complainant are concerned, we are of the view that the said grievances purely relate to service matter and as such this Commission is not inclined to deal with the said grievances in view of Regulation (9(d) of Goa Human Rights (Procedure) Regulation 2011.

5. The third grievance of the Complainant is that he was not paid salary for five months from March, 2013 to July, 2013 when he had substantial leave of 300 days to his credit. The Complainant has stated that his salary for the month of March, 2013, April, 2013 and May, 2013 was paid on 02-06-2014. Again, his salary for June and July, 2013 was paid on 06-06-2014 i.e. after about 15 months. There is no dispute that the Complainant was paid his salary after a delay of about 15 months.

6. The short question for our determination is whether the Respondents were justified in withholding the salary of the Complainant for 15 months for the aforesaid period. In our considered opinion this inordinate delay in paying the salary

to the Complainant is not all justified. According to the Respondent No. 4, non-payment of salary for three months was on genuine grounds as the Leave of the Complainant was only recommended and was not sanctioned. We are not persuaded to accept this explanation given by Respondent No. 4. The records indicate that the Earned Leave which was applied for by the Complainant was duly recommended by his next Superior Officer i.e. the Assistant Engineer and the same was forwarded to the Leave Sanctioning Authority. It may be noted that the Leave Applications which were duly recommended by the Assistant Engineer were neither sanctioned nor rejected by the Leave Sanctioning Authority. It was the duty of the Leave Sanctioning Authority either to sanction the leave or reject the same within a reasonable period of time. In any event, it was not open to the Respondents to withhold the salary of the Complainant for 15 months which is totally unreasonable and uncalled for.

7. Needless to say that every employee is entitled to receive his salary in time. Non-payment of salary to the Complainant in time is a clear infringement of Article 21 of the Constitution of India which guarantees right to life which includes right to live with human dignity and decency and it also amounts to violation of basic human rights of the Complainant and it also amounts violation of basic human rights.

In the case of **Kapila Hingorani V/s State of Bihar** reported in **AIR 2005 S.C 980 Supreme Court** has held **"Where employees of Public Sector undertaking were not paid salaries for years and were starving and State bound to protect human rights and fundamental rights directed to deposit sum of Rupees 125.50 crores for payment of arrears of salaries"**.

In the case of **Prof. Devendra Mishra v/s University of Delhi & Ors. the Delhi High Court in W.P. (C) No. 5075/2207** delivered on **16-02-2010** has observed as follows:

"A salaried person by and large depends upon income from salary for his sustenance and sustenance of his family and if he is not paid salary despite working for a long period, it will affect his life and liberty? This, in the opinion of this Court amounts to denial of basic human rights of a citizen and would also amount to deprivation of his life and liberty guaranteed to every citizen under Article 21 of the Constitution of India."

In view of above discussion, we are satisfied that non-payment of salary in time to the Complainant has grossly violated human right of the Complainant. In the facts and the circumstances of this case, we are of the view that the Complainant is entitled for reasonable compensation on account of mental torture and sufferings.

The Commission therefore makes the following recommendation:

The State of Goa through the Chief Secretary shall pay a sum of Rs. 5,000/- (Rupees five thousand only) as compensation to the Complainant. The compensation shall be paid within a period of one month from the date of receipt of the recommendation. It is made clear that it would be open to the Chief Secretary, Government of Goa, to recover the said amount from the defaulting officials of the Electricity Department, Government of Goa.

Date: 10-08-2016.

Place: Panaji-Goa.

Sd/-
(A. D. Salkar)
Chairperson
Goa Human Rights
Commission

Sd/-
(J. A. Keny)
Member
Goa Human Rights
Commission

Confidential

No. CEE/Estt/Pro. No.155-2013/2016/281
Office of the Chief Electrical Engineer,
Electricity Department,
Government of Goa,
Vidyut Bhavan, 4th floor,
Panaji-Goa.
Dated: 17-11-2016.

To,

The Under Secretary,
Goa Human Rights Commission,
Old Educational Dept. Bldg.,
18th June Road,
Panaji-Goa.

Sub: Inquiry Report in Proceeding No.155/2013.

Ref. No.: Proceeding No.155/2013/596
dated 11-08-2016.

Madam,

In continuation of letter dated 23-09-2016, I am directed to inform that the amount of Rs. 5000/- awarded as compensation to Shri Kashinath J. Shetye, Junior Engineer by the Hon'ble Commission vide its Inquiry Report dated

10-08-2016 in proceedings No. 155/2013 has already been paid to Shri Kashinath J. Shetye vide voucher No.10941 dated 24-10-2016/ECS TXN Code No. 2016694028 dated 10-10-2016.

2. A copy of the letter dated 17-11-2016 received from the Executive Engineer, Elect. Div-XV, Patto Plaza alongwith Voucher/ECS Receipt is enclosed for perusal.

Yours faithfully,

Ramakant R. Talkar
Dy. Director (Admn)

Encl: As above.

Copy to:-

1. The Under Secretary to the Chief Secretary, Secretariat, Porvorim for information and necessary action alongwith copy of letter dated 17-11-2010 and the Annexures for information of the Chief Secretary.

Office of the Executive Engineer,
Civil Div-XV, Electricity Department,
GIDC Building, VI Floor, Patto-Plaza, Panaji-Goa

To,

The Dy. Director(Administration),
Office of the Chief Electrical Engineer,
Government of Goa,
Vidyut Bhavan, 4th floor,
Panaji-Goa.

Sub: Payment of compensation of Rs. 5000/- to
Shri Kashinath J. Shetye,

Proceeding No. 155/2013

Ref: No. CEE/Estt/Pro.No.155-2013/2016/204
dated 16-09-2016

Sir,

With reference to above, please find enclosed herewith the copy of paid Voucher No. 10941 dated 24-10-2016 along with copy of ECS TXN Code No. 2016694028 dated 10-10-2016 for your further needful action.

Yours faithfully,

D. N. Naik
Executive Engineer-XV (Civil)

Encl: As above.

Copy to:

File No. E-1/6

Department of Labour

Notification

No. 28/1/2016-LAB/Part-II/831

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 14-09-2016 in reference No. IT/38/09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 22nd November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/38/09

Workmen,
Rep. by the President,
Goa Trade & Commercial
Workers Union,
Velhos' Building, 2nd Floor,
Panaji-Goa ... Workmen/Party I.

V/s

M/s. Vishal Mega Mart,
Samrat-Ashok Theatre Complex,
18th June Road,
Panaji-Goa ... Employer/Party II.

Workmen/Party I represented by Adv. Shri Suhaas
Naik.

Employer/Party II represented by none.

AWARD

(Delivered on this the 14th day of the month of
September of the year 2016)

By Order dated 25-11-2009, bearing No. 28/30/
/2009-LAB, the Government of Goa in exercise of
powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

“(1) Whether the following demands raised by
the Goa Trade & Commercial Workers Union
(AITUC), Panaji-Goa and placed before the

management of M/s. Vishal Mega Mart, Manufacturing of Retailing, a Unit of Vishal Retail Ltd., Panaji-Goa is legal and justified?

CHARTER OF DEMANDS

Demand No. 1: Flat-rise & Basic Salary:

It is demanded that, each worker be paid a sum of Rs. 1,000/- as Flat-Rise in the basic salary existing as on 31-03-2008. The total basic salary as on 31-03-2008 plus the Flat Rise of Rs. 1,000/- per month be placed in the pay-scale given below and fitted at the appropriate stage which shall be the Basic Pay of each worker with effect from 01-04-2008.

Grade	Designation	Pay-Scale
A	Cashier/Team Leader/ /Tailor	4000-175-4875-215- -5950-225-7225
B	Asstt. Team Leader	3500-150-4250-175- -5125-215-6200
C	Team Member/Salesmen	3000-125-3625-145- -4350-175-5225

Demand No. 2: Fixed Dearness Allowance (FDA):

It is demanded that, with effect from 01-04-2008, each worker be paid Rs. 1000/- per month towards Fixed Dearness Allowance (FDA).

Demand No. 3: House Rent Allowance (HRA):

It is demanded that, with effect from 01-02-2008, each worker be paid Rs. 900/- per month towards House Rent Allowance (HRA).

Demand No. 4: Variable Dearness Allowance (VDA):

It is demanded that, with effect from 01-04-2008, each worker be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2.50 per point over and above base 2500 points AAICPI (1960=100). The Variable Dearness Allowance (VDA) shall be revised quarterly.

Demand No. 5: Conveyance Allowance:

It is demanded that, with effect from 01-04-2008, each worker shall be paid an additional amount of Rs. 500/- per month over and above the existing Conveyance Allowance as on 31-03-2008.

Demand No. 6: Education Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid an additional amount of Rs. 500/- per month over and above the existing Educational Allowance.

Demand No. 7: City Compensation Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a sum of Rs. 400/- per month towards City Compensation Allowance.

Demand No. 8: Shift Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a Shift Allowance on the following basis:

1st Shift Allowance — Rs. 25/- per shift
2nd Shift Allowance — Rs. 35/- per shift and

Demand No. 9: Outdoor Food Allowance:

It is demanded that, whenever a work person is sent on-duty, he/she be paid an Out-Door Food Allowance towards breakfast, lunch, dinner, tea and snacks on the following pattern:

Breakfast — Rs. 35/- per day
Lunch — Rs. 65/- per day
Dinner — Rs. 65/- per day
Tea and Snacks — Rs. 25/- per day

Demand No. 10: Leave Travel Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a Leave Travel Allowance (LTA) on the following basis:

Grade - A — Rs. 5000/-
Grade - B — Rs. 4500/-
Grade - C — Rs. 4000/-

Demand No. 11: Overtime:

- (a) It is demanded that, each worker be paid Overtime at double the rate of wages with retrospective effect. Whenever a worker is required to work on Sundays/Holidays and Weekly Off days, he shall be paid double the rate of wages with a paid compensatory-off which should be allowed to be availed by the worker within 3 days of such work.
- (b) It is demanded that, when a workman of a first shift is asked to wait for the overtime for the 2nd shift, he be provided overtime as mentioned above and company shall provide a vehicle to drop the workman at home or pay actual Transport Allowance.
- (c) It is demanded that, with effect from 01-04-2008, whenever worker is required to work on overtime for continuous 12 hours of duty, he/she shall be paid Food Allowance of Rs. 40/- per extra shift worked.

Demand No. 12: Leave Facilities:

It is demanded that, each worker be eligible to the following Leave Facilities with effect from 01-04-2008.

- (a) Privilege Leave : 23 days per annum with a facility to accumulate upto 100 days and encash leave above 50 days.
- (b) Casual Leave : 9 days per annum with a facility to accumulate upto 30 days OR with a facility to encash the balance leave.
- (c) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days.
- (d) Holidays : 14 days per annum to be finalized in the month of January every year between the Union and the Management.

Demand No. 13: Rest Room and Lockers:

It is demanded that a well furnished fully equipped Rest-Room and lockers be provided at the factory with immediate effect since the workers are working in 3-shift operations.

Demand No. 14: Bonus:

It is demanded that, 20% Bonus shall be paid to each worker on gross wages (BASIC + DA + VDA + HRA + TA + OT + EDU.ALLOW + MISC.ALLOW + SHIFT-ALLOW. etc.) without any ceiling. Annual bonus is to be disbursed eight days before the Ganesh Chaturthi.

Demand No. 15: Washing Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a sum of Rs. 250/- per month towards Washing Allowance.

Demand No. 16: Insurance

It is demanded that, each work person be covered for all the 24-hours for accidents OR death for a sum of Rs. 2 lakhs under the Group Personal Accident/Insurance Scheme.

Demand No. 17: Festival Advance:

It is demanded that, each worker be paid Rs. 4,000/- as festival advance at least 10 days prior to the festival every year, to be deducted in 8 equal installments.

- (a) Ganesh Chaturthi Festival.
- (b) Christmas Festival

Demand No. 18: Christmas gift/Diwali gift:

It is demanded that, each worker be presented with a Christmas or Diwali Gift every year costing not less than 1500/-.

Demand No. 19: Sanction of Leave:

It is demanded that, whenever a worker applies for leave, the intimation regarding sanctioning of leave should be made known to the concerned workman within 6 hours of such application being made by an employee seeking leave.

Demand No. 20: Home Drop for Working in 2nd Shift:

It is demanded that, all employees should be provided with home drops after 7.00 pm and those working in 2nd shift.

Demand No. 21: Period of Settlement:

It is demanded that, the Charter of Demands should be specifically for a period of 3 years effective from 01-04-2008 to 31-03-2011.

- (2) If not, to what relief the workmen are entitled?"

2. Upon receipt of the reference, it was registered as IT/38/09 and registered AD notices were issued to both the parties. Pursuant to service of notices, Party I filed the Claim Statement at Exb. 4 and Party II filed the written statement at Exb. 6. Party I then filed the rejoinder at Exb. 8.

3. In the claim statement, it is in short, the case of Party I that Party II is a registered company and is one of the India's fastest growing retail chains of companies and is engaged in manufacturing and supply of modern style apparels/readymade garments and other consumer goods and food items. The company has emerged as a market leader in its business and has shored up a formidable pool of skilled and competent workforce in its organization and in Goa outlet. The workmen however are still working on the same wages and other service conditions as made applicable to them during their initial date of appointment in the year 2006. The present salaries and wages are very low and pathetic and therefore the workmen requested the Union to raise a charter of demands on the management which was raised on 07-07-2008, however the same was not settled inspite of series of requests, letters and reminders and due to obstinate and adamant attitude of the employer, the Party I is left with no other alternative but to raise an industrial dispute. The financial position of Party II is very sound. The payment made to the workmen is very low as compared to the payment made in other outlets. There is no possibility of

amicable settlement over the issues raised in the charter of demands despite efforts made by the Labour Commissioner.

4. In the written statement, Party II denied the case set up by Party I and has claimed that the entire reference is vague and imaginary. None of the workers of the Party II are the members of the Union. The present emoluments paid to all the workers are very fair and reasonable. There is absolutely no justification for granting or considering the demands made by Party I in the statement of claim. The company is facing heavy financial crisis. The Party I have not made out any case for grant of any reliefs.

5. In the rejoinder, the Party I denied the case put forth by Party II in written statement.

6. Issues framed at Exbt. 9 are as follows:

- 1) Whether the demands made by Party I are legal and justified?
- 2) Whether the Union prove that it had the authority to represent the workers?
- 3) Whether Party II prove that present emoluments paid to workers is very fair and reasonable?
- 4) What order and Award?

7. In the course of proceedings, Adv. R. D. Mangueskar, General Secretary of Goa Trade & Commercial Workers Union through Adv. S. Naik filed an application dated 15-07-2016 at Exbt. 18 stating that the present dispute has been raised by the Union on behalf of the workmen who were employed with Party II and that the said workmen have left the services of Party II for better prospects and that inspite of continued efforts, the workmen have failed to remain present to proceed with the evidence and on account of continued absence on the part of the workmen, the Party I is unable to proceed with the matter and therefore it does not want to lead any evidence.

8. It therefore, appears the Party I/Workmen are not interested in pursuing the case. The Party I did not put in their appearance nor led any evidence in the matter inspite of several opportunities. It is also a matter of record that Party II also failed to lead any evidence though opportunity given and hence the evidence of Party II was also closed. Needless to mention, the burden of proving the case referred to the Tribunal on behalf of the Workmen for adjudication by the Government lies on the Workmen and that burden of proof never shifts. The Party I having failed to discharge the burden of proving the case, I am unable to record

any findings on the dispute referred to the Tribunal by the Appropriate Government for want of evidence adduced by the Party I in support of said dispute. The Party I having failed to lead any evidence, the reference is bound to be answered against the workmen.

9. In the result, I pass the following:

ORDER

1. The reference is answered against the Workmen/Party I.
2. No order as to costs.
3. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court

Notification

No. 28/1/2016-LAB/Part-III/823

The following award (Part) passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-09-2016 in reference No. IT/21/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).
Porvorim, 22nd November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/21/12

Workmen

Represented by the General
Secretary,

Goa MRF Union,

H. No. 282, Dr. P. S. Ramani Road,

Wadi, Talaulim,

Ponda, Goa (403 401)

... Workmen/Party I

V/s

M/s. M.R.F. Ltd.,
Tisk Usgao,
Goa (403 407). ... Employer/Party II

Workmen/Party I represented by Learned Adv.
Shri Bennet D'Costa along with Adv. Shri P. Agrawal.
Employer/Party II represented by Learned Adv.
Shri G. K. Sardessai.

AWARD (PART)

(Delivered on this the 29th day of the month of
September of the year 2016)

By Order dated 20/04/2012, bearing No. 28/45/
/2011-Lab-214, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

2. Demand No. 2: Piece Rate

It is demanded that with effect from 01-10-2010, the piece rate of the workman should be revised as under:-

Grades	Piece rate at 100% production		
	From 01-10-2010 to 01-09-2011	From 01-10-2011 to 01-09-2012	From 01-10-2012 to 01-09-2013
A	Rs. 350/- per shift	Rs. 450/- per shift	Rs. 550/- per shift
B	Rs. 300/- per shift	Rs. 400/- per shift	Rs. 500/- per shift
C	Rs. 250/- per shift	Rs. 350/- per shift	Rs. 450/- per shift
D	Rs. 200/- per shift	Rs. 300/- per shift	Rs. 400/- per shift
E	Rs. 150/- per shift	Rs. 250/- per shift	Rs. 350/- per shift

It is demanded that in case any workman is not able to achieve 100% production for any reason beyond workman's control, such as, power failure, non-supply of raw material in time, machine break down due to any natural calamity, the workman should be paid full wages/salaries, the same should be paid for weekly off. The company should furnish to the Union the IED report/standard of all the Departments that constitute 100% production as and when a new report is completed.

The workmen further demands that the 100% production for each piece shall be arrived at by mutual negotiations between the parties after furnishing to the Union copies of such IED report as is available at the relevant time. The Union further demands that the Demand No. 2 shall be negotiated alongwith Demand No. 34 on the method change and introduction of New Size of Tyres of products.

3. Demand No. 3: Efficiency Bonus

The present system should continue, however payment for production performance above 100% for various Departments shall be as follows:-

Percentage	Grade "A"	Grade "B"	Grade "C"	Grade "D"	
				Watchmen	Sweepers
100	Rs. 10.00	Rs. 7.50	Rs. 5.00	Rs. 3.00	Rs. 2.50
101	Rs. 20.00	Rs. 15.00	Rs. 10.00	Rs. 6.00	Rs. 5.00
102	Rs. 30.00	Rs. 22.50	Rs. 15.00	Rs. 9.00	Rs. 7.50
103	Rs. 40.00	Rs. 30.00	Rs. 20.00	Rs. 12.00	Rs. 10.00
104	Rs. 50.00	Rs. 37.50	Rs. 25.00	Rs. 15.00	Rs. 12.50
105	Rs. 60.00	Rs. 45.00	Rs. 30.00	Rs. 18.00	Rs. 15.00
106	Rs. 70.00	Rs. 52.50	Rs. 35.00	Rs. 21.00	Rs. 17.50
107	Rs. 80.00	Rs. 60.00	Rs. 40.00	Rs. 24.00	Rs. 20.00

Percentage	Grade "A"	Grade "B"	Grade "C"	Grade "D"	
				Watchmen	Sweepers
108	Rs. 90.00	Rs. 67.50	Rs. 45.00	Rs. 27.00	Rs. 22.50
109	Rs. 100.00	Rs. 75.00	Rs. 50.00	Rs. 30.00	Rs. 25.00
110	Rs. 110.00	Rs. 82.50	Rs. 55.00	Rs. 33.00	Rs. 27.50
111	Rs. 120.00	Rs. 90.00	Rs. 60.00	Rs. 36.00	Rs. 30.00
112	Rs. 130.00	Rs. 97.50	Rs. 65.00	Rs. 39.00	Rs. 32.50
113	Rs. 140.00	Rs. 105.00	Rs. 70.00	Rs. 42.00	Rs. 35.00
114	Rs. 150.00	Rs. 112.50	Rs. 75.00	Rs. 45.00	Rs. 37.50
115	Rs. 160.00	Rs. 120.00	Rs. 80.00	Rs. 48.00	Rs. 40.00
116	Rs. 170.00	Rs. 127.50	Rs. 85.00	Rs. 51.00	Rs. 42.50
117	Rs. 180.00	Rs. 135.00	Rs. 90.00	Rs. 54.00	Rs. 45.00
118	Rs. 190.00	Rs. 142.50	Rs. 95.00	Rs. 57.00	Rs. 47.50
119	Rs. 200.00	Rs. 150.00	Rs. 100.00	Rs. 60.00	Rs. 50.00
120	Rs. 210.00	Rs. 157.50	Rs. 105.00	Rs. 63.00	Rs. 52.50
121	Rs. 220.00	Rs. 165.00	Rs. 110.00	Rs. 66.00	Rs. 55.00
122	Rs. 230.00	Rs. 172.50	Rs. 115.00	Rs. 69.00	Rs. 57.50
123	Rs. 240.00	Rs. 180.00	Rs. 120.00	Rs. 72.00	Rs. 60.00
124	Rs. 250.00	Rs. 187.50	Rs. 125.00	Rs. 75.00	Rs. 62.50
125	Rs. 260.00	Rs. 195.00	Rs. 130.00	Rs. 78.00	Rs. 65.00
126	Rs. 270.00	Rs. 202.50	Rs. 135.00	Rs. 81.00	Rs. 67.50
127	Rs. 280.00	Rs. 210.00	Rs. 140.00	Rs. 84.00	Rs. 70.00
128	Rs. 290.00	Rs. 217.50	Rs. 145.00	Rs. 87.00	Rs. 72.50

4. Demand No. 4: Service increment

It is demanded that, with effect from 01-01-2010 and every year thereafter the company should give increment at fixed rate per month as mentioned below:-

Grades		Year	
From	01-10-2010 to 31-12-2010	From 01-10-2011 to 31-12-2011	From 01-10-2012 to 31-12-2012
A	Rs. 60/-	Rs. 80/-	Rs. 100/-
B	Rs. 50/-	Rs. 70/-	Rs. 90/-
C	Rs. 40/-	Rs. 60/-	Rs. 80/-
D	Rs. 30/-	Rs. 50/-	Rs. 70/-
E	Rs. 20/-	Rs. 40/-	Rs. 60/-

5. Demand No. 5: Service Benefit

It is demanded that the company should give following service benefits to every permanent workman who is in service as on 01-10-2010 and who have completed as on 30-09-2010 the numbers of years of service mentioned below:-

Length of service (counted from the date of joining the company to 30-09-2010)	Amount payable per month (26 days) in Rupees
1	2
34 to 35 years	2,600
33 to 34 years	2,550
32 to 33 years	2,500
31 to 32 years	2,450
30 to 31 years	2,400

1	2
29 to 30 years	2,350
28 to 29 years	2,300
27 to 28 years	2,250
26 to 27 years	2,000
25 to 26 years	2,150
24 to 25 years	2,100
23 to 24 years	2,050
22 to 23 years	2,000
21 to 22 years	1,950
20 to 21 years	1,900
19 to 20 years	1,850
18 to 19 years	1,800
17 to 18 years	1,750
16 to 17 years	1,700
15 to 16 years	1,650
14 to 15 years	1,600
13 to 14 years	1,550
12 to 13 years	1,500
11 to 12 years	1,450
10 to 11 years	1,400
09 to 10 years	1,350
08 to 09 years	1,300
07 to 08 years	1,250
06 to 07 years	1,200
05 to 06 years	1,150
04 to 05 years	1,100
03 to 04 years	1,050
02 to 03 years	1,000
01 to 02 years	950
0 to 01 year	900

6. Demand No. 6: Fixed Dearness Allowance

It is demanded that with effect from 01-10-2010, the company should give Fixed Dearness Allowance of Rs. 8,000/- per month at the AAICPI point 3800 (1960=100 base). The daily rated workman should be paid fixed dearness allowance at the rate of Rs. 307.69 per day of work.

7. Demand No. 7: Variable Dearness Allowance

It is demanded that in addition to the above fixed dearness allowance the company should give variable dearness allowance at the rate of Rs. 5/- for every increase or decrease in the AAICPI figure above 3800 points (1960=100 base).

It is further demanded that in either of the above demands, the company should continue to pay the Variable Dearness Allowance, at the rate per point agreed upon as per the increase/decrease in the index, until a new settlement is signed. The benefits of Fixed Dearness Allowance and Variable Dearness Allowance under Demand No. 6 and 7 shall continue as a benefit that flows from any settlement that may be arrived on these demands and there shall be no ceiling put by the company on such benefit. It is demanded that no cap to be placed on the Dearness Allowance under Demand No. 6 and 7.

8. Demand No. 8: Allowances

It is demanded that with effect from 01-10-2010, the company should pay to every permanent workman the following allowances:-

(A) Washing Allowance

It is demanded that the company should pay to every workman washing allowance of Rs. 250/- (Rupees two hundred fifty only) per month.

(B) Shift Allowance

It is demanded that the workman who is required to work in general/first shift should be paid Rs. 25/- per shift, for second shift Rs. 50/- per shift and for third shift Rs. 75/- per shift.

(C) House Rent Allowance

It is demanded that with effect from 01-10-2010, the company should pay to every workman Rs. 4,000/- (Rupees four thousand only) per month as House Rent Allowance.

(D) Conveyance Allowance

It is demanded that with effect from 01-10-2010, the company should pay to

every workman Rs. 750/- (Rupees seven hundred fifty only) per month as Conveyance Allowance.

(E) Children's Education Allowance

It is demanded that with effect from 01-10-2010, the company should pay to every workman Children's Education Allowance of Rs. 1,500/- (Rupees one thousand five hundred only) per month.

AND

The company shall give annual assistance of Rs. 5000/- (Rupees five thousand only) in the month of May every year to meet the expenses incurred at the start of the academic year of school/colleges.

(F) Leave Travelling Allowance

- (i) The company should pay Rs. 10,000/- (Rupees ten thousand only), to every workman, with effect from the year 2010, as Leave Travelling Allowance.
- (ii) Leave travelling allowance should be paid to every workman as reimbursement towards travelling expense.
- (iii) Leave travelling allowance should be paid once in a year to such of the workmen who proceed on privilege leave of at least five days.
- (iv) Leave travelling allowance shall be allowed to accumulate for a period of two years.
- (v) For the purpose of computing years of service for this demand, the date of joining should be taken as the starting point for qualifying for the allowance.
- (vi) Leave travelling allowance should be given ten days before the workman proceeds on privilege leave.

(G) Lunch Allowance

It is demanded that if any workman is required to go out of the company and cannot return during the normal lunch time, should be paid Rs. 100/- (Rupees one hundred only) as lunch allowance.

(H) Picnic Allowance

It is demanded that with effect from the year 2010, the company should pay to every workman picnic allowance of Rs. 250/- (Rupees two hundred fifty only) per annum.

(I) Weekly off/Paid Holiday Working Allowance

It is demanded that for working on weekly off day or on a paid holiday, the company should pay overtime wages besides a compensatory off.

Whilst negotiating this demand it is clarified that if any holiday declared for the purpose of Panchayat/Municipality/ /local body, Assembly or Parliamentary elections by the Government or the State or the Central Election Commission, the Company shall grant a paid holiday and shall not insist upon any workman to report for duty, however, workmen doing essential service, such as in Boiler House may be requested to report for work with prior intimation to the Union.

(J) Special Allowance

It is demanded that the company should pay special allowance to every workman working in the following Departments as per table given below:

Department	Amount
Banbury	Rs. 25/- per shift
Polymer Lab	
MRC lab	
Chemical compounder	
R. M. Stores	
Cement House	
Tyre curing	
P. I.	
Mechanical (Banbury)	
Mechanical (curing)	
Bladder Fixing	
Tyre building	
Electrician	
Instrument Mechanics	
M/C shop Mechanics	
Mobile Mechanics	
Tyre Trimming	Rs. 20/- per shift
Tyre repair press	
Bladder curing	
Tyre repair	
Misc repair	
Stock supply	
Chemist house	
Mech. (boiler house)	
Utility	
TCD	
Flap curing	
Planning	
Engineering helpers	
Welders	
Sweepers	

(K) Christmas/Ganesh Chaturthi/Id-ul-Fitr Festival Allowance

It is demanded that the company should pay to every workman a festival allowance of Rs. 2,000/- (Rupees two thousand only) to be paid ten days before Christmas/ /Ganesh Chaturthi/Id-ul-Fitr festival.

(L) Tubectomy/Vasectomy Allowance

It is demanded that in case female/male get herself/himself operated for tubectomy/ /vasectomy after the birth of first/second child, she/he should be given a sum of Rs. 5000/- (Rupees five thousand only) in addition to five days special leave.

(M) Attendance Allowance

It is demanded that all confirmed workmen who have worked on all schedule working days in a calendar month should be paid Rs. 200/- as attendance allowance. All eligible leave availed should be considered as days worked for computing attendance allowance.

(N) Medical Allowance

It is demanded that with effect from 01-10-2010, all the workmen not covered under E.S.I. Scheme should be paid medical allowance at the rate of Rs. 500/- (Rupees five hundred only) per month alongwith the monthly wages.

(O) Furnishing Allowance

It is demanded that with effect from 01-10-2010, furnishing allowance paid to the workmen shall be revised as per the years of confirmed service as shown below:

Upto 4 years	Rs. 200/- per month
Above 4 years upto 7 years	Rs. 250/- per month
Above 7 years upto 11 years	Rs. 300/- per month
Above 11 years upto 15 years	Rs. 350/- per month
Above 15 years upto 19 years	Rs. 400/- per month
Above 19 years upto 21 years	Rs. 450/- per month
Above 21 years upto 25 years	Rs. 500/- per month
Above 25 years upto 30 years	Rs. 550/- per month
Above 30 years	Rs. 600/- per month

(P) Stagnation Allowance

It is demanded that with effect from 01-10-2010, the company should pay stagnation allowance for the workman who had remained stagnant in the same grade for over 15 years and above as given below:

No. of years service	Amount
20 years upto 25 years	Rs. 50/- per month
Above 25 years upto 30 years	Rs. 75/- per month
Above 30 years and above	Rs. 100/- per month

9. Demand No. 9: Bonus

It is demanded that the company should pay annual bonus to every workman at the rate of 20% on gross wages without any ceiling. The bonus shall be paid in the first year to which the settlement will apply, prior to Ganesh Chaturthi, in the second year prior to Christmas and in the third prior to Bakri Id.

10. Demand No. 10: Plant Bonus

It is demanded that the company should pay Plant Bonus to every workman at the rate of 5% on the Piece Rate and Dearness Allowance (inclusive of Variable Dearness Allowance) instead of 5% on piece rate earnings at present.

11. Demand No. 11: Festival Advance

It is demanded that the company should give festival advance of Rs. 5,000/- (Rupees five thousand only) to all permanent workmen repayable in ten equal installments.

12. Demand No. 12: Funeral Expense

It is demanded that the company should pay to the spouse/legal heir of the deceased workman, instead of existing one month wages, two month's wages as last drawn by the deceased workman within 24 hours of reporting of such unfortunate event.

13. Demand No. 13: Gratuity

It is demanded that, with effect from 01-10-2010 every workman should be paid gratuity as follows:-

- (1) Thirty days salary for every year of service or part thereof.
- (2) Gratuity should be paid to every workman without any ceiling.
- (3) Workman who expire while in service or has to leave the service due to permanent total disability should be paid gratuity at the rate of two month salary for every year worked and one month salary for every year worked and one month salary for the balance years of service.

- (4) Gratuity should be paid on the date of retirement and within one month in case of resignation.

14. Demand No. 14: Gift on Retirement

It is demanded that every workman upon retirement should be given a gift i.e. 50 grams of gold.

15. Demand No. 15: Long Term Service Award

It is demanded that, with effect from 01-10-2010, every workman should be given service award as follows:

- (1) On completion of ten years of service – a sum equivalent to one month gross salary.
- (2) And thereafter every five years – sum equivalents to one month gross salary.

16. Demand No. 16: Employment of Next Kin

It is demanded that whenever any vacancy arise in the company, the kin of the retired or demised workman should be given preference in employment.

17. Demand No. 17: Transport

- a) The company should extend the bus service from Sanvordem to factory in all three shifts.
- b) The company should introduce new route from Valpoi to factory and back, in all three shifts.
- c) The company should extend the bus service from Marcel to factory in all three shifts.

18. Demand No. 18: Provident Fund

It is demanded that all workmen should be paid provident fund on their gross salary.

19. Demand No. 19: Annual Gift

It is demanded that all workmen should be given a suitable annual gift worth about Rs. 10,000/-

20. Demand No. 20: Leave

It is demanded that with effect from 01-10-2010, all the workmen should be allowed to take leave in combination of one another.

(a) Earned/Priviledge Leave

- (i) All the workmen who have put in upto 210 days of service should be granted one day privilege leave for every ten days worked.
- (ii) All the workmen who have put in over 210 days of service but less than 240

days of service should be granted one day privilege leave for every eight days worked.

- (iii) All the workmen who have put in over 240 days of service should be granted one day privilege leave for every six days worked.
- (iv) For the purpose of computation of 240 days all the eligible leave should be considered.
- (v) Accumulation of privilege leave should be upto 150 days.
- (vi) Privilege leave should be allowed to be taken only five times in a year.

(b) **Casual Leave**

- (i) Casual leave should be increased to 15 days in a year from the existing 12 days.
- (ii) Unavailed Casual leave should be allowed to be transferred to either Privilege Leave/Sick Leave, or allowed to be encashed at the end of the year.

(c) **Sick Leave**

- (i) Sick leave be increased to 15 days in a year from existing 11 days.
- (ii) Sick leave should be allowed to be accumulated upto 90 days.
- (iii) Doctor's Certificate to be made mandatory only in case of sickness exceeding five days.

(d) **Service Leave**

It is demanded that service leave should be granted to the workman as follows:

- (i) 6 years upto 11 years — 4 days service
- (ii) Above 11 years upto 16 years service — 6 days
- (iii) Above 16 years upto 21 years service — 8 days
- (iv) Above 21 years upto 26 years service — 10 days
- (v) Above 26 years upto 31 years service — 12 days
- (vi) Above 31 years service — 15 days

Service Leave should be credited to the leave account of the workman from January, 2011.

It is demanded that a copy of the Workman's Leave Card should be furnished to every

workman once in every three months, to enable the workman to have an actual account of leave to his credit.

21. **Demand No. 21: Paid Holidays/Restricted Holidays**

It is demanded that, paid holidays should be increased from present 7 days in a year to 8 days in a year.

22. **Demand No. 22: Working on Holidays/Weekly Off Days**

It is demanded that, if the workman is required to work on holidays or weekly off days, he should be paid overtime wages besides a compensatory off.

23. **Demand No. 23: Working on Sundays**

It is demanded that, personal pay payable to the workman for working on Sundays be revised to twice of the existing rate paid.

24. **Demand No. 24: Safety/Protective Wear**

It is demanded that from the year 2011, all confirmed workmen be provided nylon socks alongwith shoes.

25. **Demand No. 25: Mediclaim Benefit**

It is demanded that, with effect from 01-10-2010, hospitalization insurance scheme should be extended to all the workmen including all family members of workman, upto an amount of Rs. 3,00,000/- (Rupees three lakhs). The premium of this scheme to be paid by the company.

26. **Demand No. 26: Two Wheeler Tyre/Tubes**

It is demanded that, with effect from the year 2010, the workman should be given one set of tyres and tubes, on subsidized rate, on the basis of seniority as mentioned below:

Years of service	Subsidy
(i) Upto 5 years of service	— 20%
(ii) Above 5 years upto 10 years of service	— 30%
(iii) Above 10 years upto 15 years of service	— 40%
(iv) Above 15 years upto 20 years of service	— 50%
(v) Above 20 years upto 25 years of service	— 60%
(vi) Above 25 years upto 30 years of service	— 70%
(vii) Above 30 years of service	— 80%

The above should be given only once during the settlement period.

27. Demand No. 27: Relieving

It is demanded that every workman in shifts shall be relieved for his meals and proper arrangement shall be made to see that his section department is being looked after by a competent free person.

28. Demand No. 28: House Repair/Renovation/Extension Loan

It is demanded that, with effect from 01-10-2010, the company shall give the workman a loan of Rs. 1,00,000/- (Rupees one lakh only) towards repair/renovation/extension/change of residence. This loan shall be recovered in 72 installments and shall carry a simple interest of 4%.

29. Demand No. 29: Welfare Fund Scheme

It is demanded that, the Welfare Fund Scheme shall continue with a contribution of Rs. 4/- per month being made by the workman and a corresponding contribution by the management. When the workman expires without payment of outstanding dues of the Scheme, the amount due shall be returned by a committee having equal representation from the Union and of the Management.

The company should disclose the amount lying with the welfare fund and so far collected and hereafter open a joint account in the bank for the fund which will be administered by a Committee consisting of equal representatives of workmen and the management. In the event that there is more than one union representing the workmen, equal representation shall be given to all Unions, in the Committee with an equal number of representatives appointed from the management. At least one of the signatories to the transaction of bank account shall be from the side of the workmen.

The amount of loans that may be given under the scheme shall be as under:

Sr. No.	Nature of loan	Amount
1	2	3
(1)	Non Refundable loan towards funeral expenses of family Members (father, mother, wife or children)	Upto Rs. 3,000/-
(2)	Refundable loan (recovery in 10 equal installments) for medical expenses of self and family	Upto Rs. 5,000/-

1	2	3
(3)	Refundable loan (recovery in 10 equal installments) for expenses towards marriage of self (below five years service)	Upto Rs. 10,000/-
(4)	Refundable loan (recovery in 10 equal installments) for expenses towards marriage of self (above five years service)	Upto Rs. 15,000/-
(5)	Refundable loan (recovery in 10 equal installments) for maternity expenses on production of bills (normal delivery)	Upto Rs. 10,000/-
(6)	Refundable loan (recovery in 10 equal installments) for maternity expenses on production of bills (caesarian delivery)	Upto Rs. 20,000/-
(7)	Refundable loan (recovery in 36 equal installments) due to major illness of self on production of bills within three months of issue of such bills (maximum twice during service)	Upto Rs. 30,000/-
(8)	Refundable loan (recovery in 60 equal installments) due to major surgery of self such as Cardio Vascular, Neuro, Kidney, etc. On production of bills within three months of issue of such bills (one during service)	Upto Rs. 50,000/-

30. Demand No. 30: Thrift Scheme

It is demanded that, the scheme to continue with contribution of Rs. 100/- per month to be made by the workman with a matching contribution to the account to be made by the management. The company should disclose the amount lying in the fund and so far collected under the scheme and hereafter open a joint account in the bank for the fund. The joint account in the bank shall be maintained for the scheme and the same should be managed/administered by a Committee consisting of equal representatives of the workmen and the management. In the event that there is more than one union representing the workmen, equal representation shall be given to all Unions, in the Committee with an equal number of representatives appointed from the management. At least one of the signatories for the transaction of the bank account shall be from the side of the workmen.

31. Demand No. 31: Miscellaneous

- (a) Service men in tyre building department be given "B" grade.
- (b) Watchmen should be given "C" grade.
- (c) All stock suppliers should be given "B" grade.
- (d) Engineering helpers be placed in grade "B".
- (e) All employees who have only two years service left for retirement should be placed in general shift.
- (f) All pending vacancies in all departments should be filled up.

32. Demand No. 32: Job Specification

It is demanded that, with effect from the year 2011, and every year thereafter the company should do job specifications with the union representatives in the month of December alongwith classification and grade.

33. Demand No. 33: Existing Benefits

It is demanded that all existing benefits, privileges and practices not specifically altered by subsequent settlement shall continue to be in operation.

34. Demand No. 34: General

It is demanded that, in case any changes in operation are required as a result of new technological changes, new processes, innovations, installations of new machinery, then for increase in production due to them or additional production, benefit should be given to the workmen after discussing the norms with elected representatives of the union within a period of three months from such increase in production failing which, both the parties should resolve the same AND till such time the dispute is settled, the company should not make any changes in the existing day-to-day working of the workmen.

35. Demand No. 35: Special Leave

It is demanded that, with effect from 01-10-2010, the company should agree to give special leave for Union Executive Committee meeting once in a month.

36. Demand No. 36: Method Change/Introduction of New Size

It is demanded that wherever or whenever a change in the method of production takes place or a new size of tyre or piece is introduced or if fixation of crew strength or production standard or work content or incentive payable per unit of production

changes or arises out of such method change or introduction of new size, then the management shall discuss with the Union such changes or introductions of new size and no change will be brought about, as above, without handing to the Union all Industrial Engineering Studies or Norms, and such changes shall be introduced only after the Union and Company arrive at a written agreement on the same.

The Union further demands that after such written agreement on the change as aforesaid is recorded and from the date of its introduction, a period of 6 weeks shall be allowed to the workmen before any new standard is made applicable to such change. The Union demands that this Clause/ Demand shall be applicable to all situations of change which include changes necessitated by modernization, relocation of the machinery or section or department, modification of existing machinery or method or equipment, replacement of existing machinery or equipment, or layout of the plant. The workmen/Union agrees to extend all co-operations to the management for implementation, once such changes are agreed in writing.

37. Demand No. 37: Period of Settlement

It is demanded that this settlement shall be for a period of three years, effective from 01-10-2010 to 30-09-2013 and it shall continue to be in force thereafter until it is terminated by either party by giving two months notice as provided under sub-section (2) of Section 19 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) or until a new Settlement is arrived at.

38. Demand No. 38:

It is demanded that the Union reserves the right to amend and/or alter and/or substitute this Charter of Demands, if found necessary.

(2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, IT/21/12 was registered and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a claim statement at Exhibit 3. The Party II filed an application for passing an award in terms of the Settlement dated 06-04-2011 at Exhibit 4 and thereafter the Party II filed an application for interim relief at Exhibit 7. The Party II filed a written statement at Exhibit 19. The Party I filed the rejoinder at Exhibit 21.

3. In the claim statement, it is the case of Party I that the Party I represent the majority of the workmen of MRF Ltd. and that there are about 424 permanent workmen on the rolls of the company

which is engaged in the manufacture of tyres. The company has been attempting to disrupt the unity of the workmen employed by the company from the time committee of the Union was elected in April, 2008. The Settlement dated 27-11-2006 entered into by the Union came to an end and expired on 30-9-2010 and in anticipation of the expiry of the said settlement, the Union served a fresh Charter of demands on the management for better wages and service conditions vide letter dated 16-09-2010 calling upon the management to negotiate a fresh settlement for a period of 3 years commencing from 01-10-2010. The management however insisted on negotiating the Charter of demands only by a co-ordination committee consisting of member of managing committee of the Union and of Savio Furtado. The Union wrote several communications that said Savio Furtado had no authority from the Union to represent the workmen of the company. The management adopted an adamant stance refusing to negotiate the Unions Charter of demands. The Union was given a notice by Assistant Labour Commissioner, Ponda for discussion on Charter of demands which the Assistant Labour Commissioner insisted that it should be held with said Savio Furtado although he was neither President nor authorized by the Union to raise any charter or any dispute on behalf of the workmen.

4. The Assistant Labour Commissioner, Ponda however allowed the discussion to come to an end on the withdrawal of the management of their demands and the Assistant Labour Commissioner informed the Union that he would not hold any conciliation proceedings on Union Charter of demands. The Conciliation Officer thereafter wrote to the Union stating that the management had withdrawn their alleged dispute on 6-4-2011 on the allegation that it had signed a purported settlement on 6-4-2011. The Union thereafter called the Assistant Labour Commissioner to bring about an amicable settlement in the matter and refuted the alleged terms of the agreement purportedly signed on 6-4-2011 by the management stating that it was neither fair nor acceptable to the workmen and that the persons who had signed the same were not authorized on behalf of the workmen to negotiate or enter into the said agreement and again requested the conciliation officer to hold the conciliation proceedings. The Labour Commissioner fixed the conciliation proceedings with the management who claimed that the Settlement dated 6-4-2011 was signed by it and was accepted by the section of the workmen. The Union refuted all the contentions of the

management and called upon to pay an amount of Rs. 6000/- per workman pending settlement of their demands.

5. The management refused to attend the conciliation proceedings held on 27-7-2011 on which day the conciliation officer recorded failure of conciliation proceedings and submitted a report dated 17-10-2011 to the Appropriate Government and by order dated 20-4-2012, the Appropriate Government referred the entire Charter of demands dated 25-5-2011 as stated above to the Tribunal. The demands for higher piece rate at 100% production covered in Demand Nos. 1 and 2 is justified on the basis that the workmen have no fixed and basic wage and are left totally to the vagaries of the management. The other demands viz. Nos. 3 to 5 are justified as the workmen are required to be paid higher bonus towards better efficiency in the present scenario. The other justification has been mentioned in Para 5 (C) to (S) and therefore, the Party 1 prayed that their demands be allowed in their totality.

6. In the written statement, Party II has claimed that the Settlement dated 20-11-1991 was signed between the management and the workmen and the said settlement expired on 30-9-1995. Thereafter, vide letter dated 29-7-1995, the GMEU terminated the said settlement and submitted a Charter of demands dated 15-2-1996. The conciliation failed and the matter was referred for adjudication by the State Government which was referred as IT/33/97 which is presently pending. In the meanwhile, a section of workforce organized themselves into a new Union viz. Goa MRF Union who submitted a Charter of demands dated 11-9-1996 and pursuant to protracted negotiations on the Charter of demands, a settlement was arrived under Section 2(p) on 14-4-2001 which was operative from 1-10-1995 to 30-9-1998 and from 1-10-1998 to 30-02-2002 and the benefits of the settlement were extended to all the workmen subject to giving an undertaking that they will abide by the settlement.

7. The Party II further claimed that the said settlement expired and the GMU and GMEU formed a co-ordination committee with a view to raise a common Charter of demands and after series of discussion, a settlement was arrived before the conciliation officer under Section 12(3) on 30-11-2002 and the benefits were received by all the workmen. After the expiry of the said Settlement dated 30-11-2002, the co-ordination committee raised a Charter of demands and after a series of negotiation signed a settlement on

27-11-2006 and the benefits of the settlement were extended to all the workmen. The said Settlement dated 27-11-2006 expired on 30-9-2010 and both the Unions submitted a separate Charter of demands in contravention of the existing practice of submitting a joint Charter of demands. The Goa MRF Employees Union for short 'GMEU' submitted a Charter of demands on 17-8-2010 and the Goa MRF Union for short 'GMU' submitted a Charter of demands on 16-9-2010 and despite all the efforts of the management to bring both the Unions together for negotiations, the GMU declined to be part of co-ordination committee. The management sought intervention of Assistant Labour Commissioner, Ponda who invited the parties for discussions but it did not materialize into a settlement.

8. An overwhelming number of workmen who were members of GMU and who were dissatisfied with inordinate delay in arriving at a settlement nominated their representatives as a negotiating committee of the workmen of GMU and requested the management to invite them for negotiation on Charter of demands and after prolonged discussions on 6-4-2011, a settlement under 2(p) read with Section 18(1) of Industrial Disputes Act, 1947 was signed between the management and GMEU along with negotiating committee represented by workmen of GMU on the Charter of demands of GMEU dated 17-8-2010 and Charter of demands of GMU dated 16-9-2010 and the said settlement had been registered before the Labour Commissioner. All the members of GMEU and majority of the members of GMU have accepted the benefits of Settlement dated 6-4-2011 and gave an undertaking to that effect. The management thereafter informed the Assistant Labour Commissioner that a settlement has been arrived at on the Charter of demands of GMU and requested to treat the matter as closed and the said matter was treated as closed.

9. However, the management received a letter from the Assistant Labour Commissioner for initiating a fresh discussion on the Charter of demands and the management informed the Assistant Labour Commissioner that the question of discussion on the Charter of demands of GMU does not arise since the benefits of the Settlement dated 6-4-2011 have been accepted by the majority of the workmen and that they are ready and willing to extend the benefits to the workmen who have not accepted the benefits of the settlement and objected to the commencement of the discussion on the Charter of demands by GMU. The management also requested the Labour Commissioner to intervene and conduct the meetings and the Labour Commissioner called for

the joint meeting on 14-9-2011 and 23-9-2011 respectively and advised the GMU to accept the benefits of the settlement. The Assistant Labour Commissioner however sent a failure report to the Government.

10. The workmen of Party II who were the members of GMU organized themselves as an Union viz. Goa MRF Welfare Union, for short, 'GMWU' and entered into a Memorandum of Understanding with Party II on 25-11-2011 wherein it was agreed that the Settlement dated 6-4-2011 signed by the management and GMU and the negotiating committee is to be treated as settlement for the period from 1-10-2010 to 30-09-2014. The Settlement dated 6-4-2011 cover all the demands which are subject matter of the present Charter of demands for adjudication as stated in Para 21 to 89 of the written statement. The Settlement dated 6-4-2011 has given effect to and implemented. The said settlement has been accepted by majority of the workmen of MRF Union and majority of the workmen of Party II. The Party I submitted a Charter of demands dated 16-10-2010 without terminating the Settlement dated 27-11-2006 as required under Section 19(2) of the Industrial Disputes Act. The reference is not maintainable as the subject matter is not an industrial dispute. The Government ought to have considered that GMEU along with GMU have arrived at a mutual settlement in the course of collective bargaining and that it is binding on all the members.

11. It is also the case of Party II that upon the expiry of Settlement dated 6-4-2011, the co-ordination committee comprising of GMEU and GMWU submitted a Charter of demands dated 24-3-2014. The Party I also submitted a Charter of demands on 24-2-2014 and the management in consideration of smooth running of the company has put forth its requirements as Charter of demands dated 2-5-2014 and after having several rounds of discussions on Charter of demands and also with consultation with the Assistant Labour Commissioner, both the parties have agreed with an amicable settlement on 1-12-2014 with respect to revision of wages and enhancement of benefits. The Settlement dated 6-4-2011 was taken as the base. The Settlement dated 1-12-2014 was arrived at before the Conciliation Officer after complying with all the procedures of arriving at a settlement. The present reference does not survive in view of the Settlement dated 1-12-2014.

12. A rejoinder came to be filed by Party I denying the case of Party II.

13. It is the matter of record that the Party II filed a Writ Petition bearing No. 253 of 2014 before the Hon'ble High Court of Bombay at Goa in the matter of impugned order dated 6-3-2014 passed by my predecessor and during the course of proceedings, Learned Counsels for both the parties arrived at a settlement in the said proceedings and have filed the Minutes of the Order dated 24-07-2014 duly signed by the Learned Counsels appearing on behalf of the respective parties and accordingly, the said Petition was disposed of in terms of the said Minutes of Order.

14. The Minutes of Order reads as follows:

- (1) As and by way of interim relief the petitioner company shall pay to each of the members of the Respondent No. 2 Union who have not accepted the Settlement dated 06-04-2011 a sum of Rs. 2200/- per month effective from the salary of April, 2014. In light of the above the respondent Union and its members undertakes not to press its application for interim relief dated 14th September, 2012 before the Industrial Tribunal.
- (2) The Petitioners application dated 23-10-2013 requesting the Industrial Tribunal to frame and decide a preliminary issue as to whether an award should be made in terms of the Settlement dated 06-04-2011 shall be heard and decided by the Industrial Tribunal within a period of 6 months from today. The respondent Union shall be entitled to take up all contentions opposing the above application/settlement.
- (3) It is further agreed and directed that if the preliminary issue aforesaid is held in favour of the petitioner company, the Tribunal shall pass an award in terms of Settlement dated 06-04-2011 in accordance with law. On the other hand if the Tribunal rejects the petitioners' application for award in terms of Settlement dated 06-04-2011, it shall proceed to decide the main reference in accordance with law within 6 months from the date of the award.
- (4) In case any amount is awarded or ordered by the Tribunal in the present reference the amount of Rs. 2200/- paid hereunder shall be adjusted against the same.
- (5) In light of the above the impugned order dated 6-3-2014 is by consent set aside.
- (6) This shall be without prejudices to the rights of both the parties to challenge any of the above awards that may be passed by the Tribunal in accordance with law.

15. It is also a matter of record that my predecessor framed the issues and considered issue No. 2 and 3 as preliminary issues in terms of Order dated 29-9-2014 at Exb. 45. The said issues are as follows:

2. Whether the Party I/Union proves that the persons who have signed the Settlement dated 6-4-2011 were not authorized on behalf of the workmen to negotiate or enter into the said Settlement?
3. Whether the Party II proves that the Settlement dated 6-4-2011 is fair, legal, proper, has been accepted by the majority and as it covers all the demands, which are subject matter of the present reference, and award needs to be passed in terms of said Settlement dated 6-4-2011?

16. It is also a matter of record that my predecessor framed an additional issue 2A in terms of Order passed on Exb. 59 on 29-09-2014 and considered to be a preliminary issue. The said issue is as follows:

2A. Whether the Party II proves that refusal to concede and its legality and justification is not an Industrial Dispute and hence the reference made of such issue is beyond the scope of the powers of the Appropriate Government?

17. The Party I thereafter examined Shri Gokuldas Gaude, Ms. Gail Azavedo, Shri Shailendra Bidhye and Shri Arvind Nair as their witnesses. The Party II examined Shri T. M. Kurian as their witness on the preliminary issues.

18. Heard arguments. Notes of written arguments came to be placed on record by both the parties at Exb. 267 and Exb. 269 respectively.

19. My answers to the above preliminary issues are as follows:

Issue No. 2	In the Negative
Issue No. 2A.....	In the Negative
Issue No. 3	In the Affirmative

REASONS

Issue No. 2:

20. Ld. Adv. Bennet D'Costa for Party I has submitted that the dispute is whether the ten workmen constituting the co-ordination committee claiming to represent other workmen were properly constituted and whether the persons who have signed the Settlement dated 6-4-2011 were authorized on behalf of the workmen to negotiate or enter into the settlement. He claimed that the

representatives who have signed the settlement at Exhibit 94 colly. are Valentine Fernandes, Uday Satarkar, Cruz S. Gracias, Ramadas Prabhu, Shankar Parab, Anant R. Pai, Kissan Dessai, Bhaskar Kakodkar, Vishwanath Pandit and Harish Kamat. He stated that Exhibit 73 is a letter dated 7-3-2011 signed by 75 workmen. Thus, the signatories are seventy-five in number and that the said letter has not been proved by any of the signatories. It does not have any running page numbers. The pages which have been signed do not have any inscription above it. The witness, Shri T. M. Kurian at page 13 says that he did not know whether they were authorized to negotiate on behalf of the Union. It is also suggested that the signatures are fabricated and taken on blank papers and later attached to Exhibit 73. He, therefore submitted that the document is fabricated.

21. Ld. Adv. Bennet D'Costa has further submitted that it was necessary for the Party II i.e. the company to produce a witness with regard to Exhibit 73 who was a signatory to the settlement. No witness has stepped into the witness box and hence, the said letter has no evidentiary value and cannot be held to be proved. He further stated that the letter also proves that these workmen were members of the Goa MRF Union (GMU) and had not resigned from the GMU and in spite of continuing to be in the GMU, they could not have authorized anybody to negotiate on their behalf. The GMU has its own Constitution and hence, a group of persons could not unilaterally elect any committee to represent them and to sign the settlement in view of Rule 58(2)(b) of the Industrial Disputes (Central) Rules, 1957. He stated that even assuming that the said 75 workmen listed in Exhibit 73 had resigned from the Union, the only way they could be authorized is by 5 representatives being elected at a meeting of workmen held for the purpose. He further submitted that a perusal of Exhibit 73 does not show any indication that it was a meeting. Hence, the nominations/authorization of these workmen is not the one contemplated under Rule 58(2)(b) of the Industrial Disputes (Central) Rules, 1957 and hence, the settlement must fail and cannot be a 2(p) settlement under the Industrial Disputes Act 1947.

22. The above contention of Ld. Adv. Bennet D'Costa for Party I is superfluous on the point of law and fact as in the case of **Hawkins Cookers Mazdoor Union, Sathariya Jaunpur and Another v Labour Commissioner, U.P. Kanpur and Others, 2008-I-LLJ-1089(All)** the Hon'ble High Court in Para 24 has observed that a registered Union facilitates

the negotiation and agreement with the management. It may have the necessary expertise or may engage persons to represent the interest of the workman. The registration of a Union in the establishment, however, does not take away right of any workmen or group of workmen, which may or may not be in majority, to enter into any settlement with the management which may be binding upon them. In such a case, the participation of workmen union is not necessary. A management can enter into a settlement with group of workman, which may or may not form majority without inviting the workman union to participate in the negotiation. Such a negotiation and settlement will not violate the principles of collective bargaining.

23. There is no dispute that the breakaway group of Party I was not registered at the time of the Settlement dated 6-4-2011, however the GMEU led by Savio Furtado was a recognised Union who had also entered into the settlement with the management. There is no hard and fast rule that only a registered Union is entitled to work out a settlement with the Management as observed in the case of **Hawkins Cookers Mazdoor Union**, Supra. The Management can enter into a settlement with a group of workmen which may or may not form majority without inviting the Workmen's union to participate in the negotiations and the negotiations held between the employer and the group of workmen excluding the registered union does not violate the principle of collective bargaining. A Union has right to represent the workmen, however the workmen may enter into an agreement with the employer either in the course of conciliation proceedings or outside the conciliation proceedings.

24. Needless to mention, a registered union only facilitates the negotiation and the agreement with the management. It does not take away right of any workman or group of workmen to enter into any settlement with the management and such a negotiation and settlement will not violate the principles of collective bargaining. In the case at hand, the breakaway group of GMU and the GMEU arrived at a settlement on 6-4-2011 and during the course of negotiations they had meetings on various dates namely on 17-3-2010, 22-5-2010, 16-6-2010, 11-10-2010, 13-10-2010, 15-11-2010, 27-11-2010, 8-12-2010, 14-12-2010, 30-12-2010, 22-2-2011, 26-2-2011, 9-3-2011, 15-3-2011, 23-3-2011, 26-03-2011, 28-3-2011, 2-4-2011, 4-4-2011 and 6-4-2011 as per Exb. 149. It therefore cannot be said that no negotiations were held or that the co-ordination committee was not properly

constituted or that the letter at Exh. 73 is not proved. The co-ordination committee had a role in the negotiations along with the group led by Mr. Savio for revision in wages and enhancement of benefits. It therefore follows that the co-ordination committee and the office bearers of GMEU have signed the settlement voluntarily by going through the process of collective bargaining and therefore, the submissions of Ld. Adv. Bennet D'Costa as stated above pales into insignificance.

25. There is no dispute that 75 workmen have signed the letter dated 7-3-2011 at Exh. 73. The contents of the said letter are not in dispute. The Party II has not examined any of the signatories to disprove the said letter. The contention of Ld. Adv. Bennet D'Costa that the said letter does not have running page number or that it does not have any inscription above it or the signatures were taken on blank papers cannot be accepted nor it can be said that the parties have signed the said letter on blank papers. Rule 58 (2)(b) of Industrial Dispute (Central) Rules, 1957 postulates that the settlement shall be signed in case of the workmen, by any Officer of the Trade Union of the workmen or by five representatives of the workmen duly authorized in this behalf at a meeting of the workmen held for the purpose, which provision has been complied in the present case.

26. It is therefore the submission of Ld. Adv. Bennet D'Costa for Party I that the settlement cannot be looked into as Rule 58 has not been complied with cannot be accepted in view of the fact that a group of workmen which may or may not be a majority can enter into any settlement with the management which may be binding upon them and the participation of workmen Union is not necessary as held in the case of *Hawkins Cookers Mazdoor Union*, supra. Moreover, in the case of **J.K. Chemicals Ltd. vs B.D. Borude and Others, (1990) ILLJ 65 Bom**, it has been held that Rule 58 is not mandatory as the object of the said Rule is to ensure that a settlement which has been arrived at by the representatives who are not duly authorized is not foisted on the workmen and that their representatives were authorized to enter into settlement. There is no dispute that the breakaway group of GMU had authorized ten persons who had constituted a Co-ordination committee dated 7-3-2011 and the said authorization has been produced at Exh. 73. The said authorization has been given at a meeting held on 4-3-2011 at Exh. 121. It therefore cannot be said that Party II have not complied with provision of Rule 58(2)(b) of Industrial Disputes (Central) Rule, 1957.

27. In sum and substance, the Party I have failed to prove that the persons who signed the Settlement dated 6-4-2011 were not authorized on behalf of the workmen to negotiate or enter into the Settlement, neither it has been proved that Rule 58 (2)(b) of Industrial Dispute (Central) Rules, 1957 has been violated and that the settlement had not been entered into by the Union representing the majority of the workmen or that the settlement is tainted, malafide or fraud. The Party I having failed to show that persons who have signed the Settlement dated 6-4-2011 were not authorized on behalf of the workmen to negotiate or enter into settlement or that it is not a legal settlement, the above issue has to be answered in the negative. It is therefore the Preliminary issue No. 2 is answered in the negative.

Issue No. 2A:

28. Ld. Adv. Shri Sardessai for Party II by placing reliance on the case of **National Organization of Bank Workers Federation of Trade Union vs Union of India, 1993(1) CLR 995** has submitted that refusal to negotiate with the Union is not an industrial dispute. There is no dispute that the Government of Goa vide an order dated 20-04-2012 u/s. 10(1)(d) of the Industrial Dispute Act, has referred the schedule to the Tribunal for adjudication viz. 'Whether the actions of the management of M/s. MRF Limited, Goa in refusing to concede the demands submitted by the workmen represented by Goa MRF Union, vide their Charter of demands dated 25-05-2011, is legal and justified?'. Ld. Adv. Sardessai has further submitted that the refusal to concede the demands of Party I was outcome of the negotiation which were conducted before the Conciliation Officer which ended in failure and therefore the above issue has to be answered in the affirmative.

29. Discernibly, the Hon'ble Bombay High Court, Nagpur Bench in the case of **National Organization of Bank Workers Federation of Trade Union**, Supra has held that the Appellant being not registered under Trade Unions Act is not a Trade Union within the meaning of the Act and is incompetent to raise or make any demand for and on behalf of the employees, so as to fall within the scope and ambit of 'Industrial dispute' as defined under Section 2(k) of the Industrial Disputes Act, 1947 unlike in the present case where the Party I is admittedly registered under the Trade Unions Act, 1926 and the Party I being a registered body is competent to raise the Charter of demands made by Party I on behalf of the employees and therefore is competent to raise an industrial dispute. The contention of

Ld. Adv. G. K. Sardessai that the reference is not maintainable as refusing to concede the Charter of demands is not an industrial dispute, therefore cannot be accepted and the reliance placed on the case of **National Organization of Bank Workers Federation of Trade Union**, Supra cannot be made applicable to the case at hand. It is therefore the above issue is answered in the negative.

Issue No. 3:

30. Ld. Adv. Bennet D'Costa for Party I has submitted that in an establishment with two Unions, the employer should negotiate with the Union having a majority of members because a settlement signed with the minority will not be acceptable to the majority and will not result in industrial peace. He has further stated that when a settlement is signed with one of the Unions in an establishment, industrial adjudication will view the settlement from the following angles:

- (i) Whether the Settlement is a 2(p) Settlement?
- (ii) Whether the Settlement is entered into by a Union or Unions representing the majority of the workmen?
- (iii) Whether the Settlement was signed by the recognized Union?
- (iv) How many workmen accepted the Settlement?
- (v) Whether the Settlement is tainted: i.e. malafide, corruption, collusion, fraud, unfair labour practices etc?
- (vi) Whether the Settlement is fair and just.

31. Ld. Adv. Bennet D'Costa for Party I has also submitted that a settlement under Section 2(p) of the Industrial Disputes Act binds only the parties to the settlement. Those who are not parties to the settlement can raise an industrial dispute. He further contended that acceptance of the benefits or mere acquiescence in a settlement would not make him a party to the settlement for the purpose of Section 18 of the Act. He also stated that the settlement is without authority with respect to Savio Furtado faction of GMEU. The overall settlement is unfair since it gives a much lower wage than that of Nestle Ltd. which belongs to a similar class of establishment.

32. Ld. Adv. Bennet D'Costa for Party I has placed reliance on the following citations: (1) Food Corporation of India Staff Union v. Food Corporation of India, 1995 Supp(1) SCC, (2) Unichem Laboratories Ltd. v. The Workmen, 1972(I) LLJ 576, (3) Workmen v. The Management of Reptakos Brett., (1992) LAB.I.C. 289 (4) Kamani Metals and Alloys

Ltd. and their workmen, 1967(II) LLJ 55, (5) The Monthly Rated Workmen of Indian Hume Pipe Company Ltd and Indian Hume Pipe Company Ltd., 1986(i) LLJ 520, (6) Workmen of Balmer Lawrie & Co. and Balmer Lawrie Co. Ltd., 1965(I) LLJ 380, (7) French Motor Car Company and Their Workmen, 1962(II) LLJ 744 (8) Hindustan Lever Limited v. B. N. Dongre and others, 1994(II) CLR 673, (9) Workmen of New Eagerton Woolen Mills and New Eagerton Woolen Mills, 1969(II) LLJ 782, (10) Hebertsons Ltd. v. Workmen, 977 Lab IC 162 (11) New Standard Engineering Co. Ltd. and M. L. Abhyankar and others, 1978(I) LLJ 487 (12) Tata Chemicals Ltd. v. Its Workmen, (1978)II LLJ 487, (13) Jhagrakhan Collieries (P) Ltd. v. Shri G.O. Agarwal, Presiding Officer, Central Government Industrial Tribunal cum Labour Court, Jabalpur and other, 1975 (I) LLJ 163 SC (14) Workmen of Delhi Cloth and General Mill vs. Management of Delhi Cloth and General Mill AIR (1970) SC 1851 (15) Brooke Bond India Limited and Workmen, 1981 II LLJ SC 184, (16) Virudhachalam P & Others and Management of Lotus and Another, ILLJ(1998) SC 191 and (17) Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly, 1996 (3) SCC 156.

33. Per Contra, Ld. Adv. G. K. Sardessai for Party II submitted that the question of adjudication has to be distinguished from a voluntary settlement and the settlement therefore cannot be judged on the touchstone of the principles which are laid down for adjudication. He further submitted that if the settlement has been arrived at by a large majority of concerned workers with their eyes open and also accepted by them in its totality, it must be presumed to be just, fair and not liable to be ignored while deciding the reference, merely because a small number of workers were parties to it or refused to accept it. He also submitted that a settlement cannot be weighed in any golden scales and the question whether it is just and fair has to be answered on the basis of principles different from those which come into play where an industrial dispute is under adjudication. He also submitted that it is not the object of industrial law that dispute should be kept alive for long numbers of years or the adjudication should be dilatory. If the parties themselves have reached at a settlement, that is the best possible manner of resolving the disputes, and when it is the case pleaded before the tribunal that all the workmen concerned have in fact reached such a settlement, such a plea should be examined and should be decided before embarking on a long drawn enquiry, which may turn out to be wholly a futile exercise, if the settlement is found to be fair and legal.

34. Ld. Adv. G. K. Sardessai for Party II further submitted that the settlement between the employer and the workmen represented by their recognized Union should not be interfered with easily even though it may operate with a little bit of harshness to a section of employees as there must be some amount of give and take in collective bargaining for industrial peace and harmony and therefore the Courts have bounden obligation to maintain a settlement and would be improper to ignore the agreement and insert something totally different. He further submitted that it is not proper to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. The settlement has to be accepted or rejected as a whole and unless it is demonstrated to be unfair or unjust, the Courts should be slow to reject it.

35. Ld. Adv. G. K. Sardessai for Party II has placed reliance on the following citations: (1) French Motor Car Co. vs. Their Workmen, 1962 (II) LLJ 744, (2) Sirsilk Ltd., and another vs. Government of Andhra Pradesh and another, 1963 (II) LLJ 647, (3) Poona Labour Union vs. State of Maharashtra and others, 1969 (II) LLJ 291, (4) M/s. Polychem Limited vs. R. D. Tulpule, Industrial Tribunal, Bombay and another, 1972(1) SCC 885, (5) Herbertson Ltd. v. the Workmen of Herbertson Ltd. and others, 1977 Lab.I.C. 162, (6) New Standard Engineering Company Ltd., vs N. L. Abhyankar and another AIR 1978 SC 982, (7) Airlines Cabin Crew Association vs. Indian Airlines Corporation & others, 1987 (1) LLJ 285, (8) Rashtriya Chemicals and Fertilizers Employees Union vs. State of Maharashtra and anr. 1993 Mh.L.J. 1023, (9) Tata Press Ltd. vs Tata Press Employees and others, 1994 (2) CLR 203, (10) Kamla Mills Ltd., vs. Workmen, 1995 SCC (L&S) 901, (11) M/s. R. R. Techno Mechanicals (P) Ltd & M/s Tool and Machine Tool Engineers v. Democratic Labour Union, 1997 (I) LLJ 631, (12) National Engineering Industries Ltd. vs. State of Rajasthan and Others, 2000 (1) SCC 371, (13) Hindustan Lever Ltd., V. Hindustan Lever Mazdoor Sabha, 2001 (1) LLN 1095, (14) Sarva Shramik Sangh vs V.V.F. Limited and Anr., 2002(II) LLJ 434, (15) Tata Consulting Engineers and Associates Staff Union vs. Tata Consulting Engineers & anr. 2002 (I) CLR 701, (16) State of Uttaranchal V. Jagpal Singh Tyagi, 2005 (8) SCC 49, (17) Jaihind Roadways Ltd. vs. Maharashtra Rajya Mathadi Transport & General Kamgar Union and others, 2005 (8) SCC 51, (18) Quadricon Pvt. Ltd. and others v. Maxi D'Souza and others, 2005(I) LLJ 75, (19) V.V.F. Ltd. & Or. V. Sarva Shramik Snagh & Anr. 2006(III) CLR 531 and (20) Bombay Gas Company Ltd. v. G. S. Baj and others, 2008 (118) FLR 530.

36. Basically, as directed by the Hon'ble High Court, the Tribunal has to decide a preliminary issue as to whether an award should be made in Terms of the Settlement dated 06-04-2011. The law on the subject has been enunciated by the Apex Court in various judgments cited above as when a settlement is signed with one of the Unions, it has to be seen whether the settlement is entered into by an Union representing a majority of the workmen, signed by recognized union, during the course of collective bargaining, accepted by majority of the workmen, without any fraud, misrepresentation or concealment of facts, corruption or inducement and that the settlement is fair and just, in the interest of the workmen as well as the management in order to maintain industrial peace and harmony. In the case of **Hill Son & Dinshaw Ltd. V/s P. G. Pednekar and reported in 2002 (II) CLR 457** it was held that the aims and objects of the provisions of the Act include industrial peace which is essential to the industrial development and economy of the nation. Great emphasis is, therefore, laid on the settlements as they set at rest all the disputes and controversies between the employer and the employees.

37. In the case of **M/s. Tata Engineering and Locomotive Company Limited V/s Their Workmen, 1981-II-LLJ-429**, it was observed that if the settlement had been arrived at by a vast majority of the concerned workers with their eyes open and was also accepted by them in its totality, it must be presumed to be just and fair and not liable to be ignored while deciding the reference, merely because a small number of workers were not parties to it or refused to accept it. A settlement cannot be weighed in any golden scales and the question whether it is just and fair has to be answered on the basis of principles different from those which come into play when an industrial dispute is under adjudication.

38. In the case of **Airlines Cabin Crew Association V/s Indian Airlines Corporation & others, 1987 (I) LLJ 285**, it was observed that it is not proper to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. The settlement has to be accepted or rejected as a whole and unless it is demonstrated to be unfair or unjust, the Courts will be slow to reject it. In the said case, majority of the cabin crew members had accepted the settlement and had taken advantage of the same, and as they had not established that the settlement was unfair and unjust as a whole, no reliefs were granted to them.

39. The Apex Court in the case of **PEICO Electronics & Electricals Ltd. Vs PEICO Employee's Union & Ors., in Civil Appeal No. 2942 of 1995**, held that the recognition of the majority Union as to the 'Bargaining Agent' is in conformity with the concept of collective bargaining and 'Industrial Peace' and as 75% of the workmen have agreed to the terms of settlement and in fact the settlement has already been implemented qua them, it was held that it was not justified in brushing aside the will of the majority of the workmen on technical grounds.

40. In the case of **Jhagrakhan Collieries (P) Ltd Vs. Shri G.O. Agarwal, Presiding Officer, Central Government Industrial Tribunal cum Labour Court, Jabalpur & Ors.-(1975) 2 SCR 873**, it was observed that the workmen accepting the benefits of a settlement but are not members of the Union signing the settlement would have only accepted the benefits of the settlement. Acceptance of the benefits or mere acquiescence in a settlement would not make him a party to the settlement for the purpose of Section 18 of the Act.

41. In case of **Sarva Shramik Sangh vs V.V.F. Limited and Anr. 2002(II) LLJ 434**, the Bombay High Court dealing with the contention that in spite of a settlement with majority union, another union could raise an industrial dispute on their Charter of demands and the reference of such a dispute having been made, the Industrial Adjudicator is duty bound to adjudicate such reference observed 'if we were to take such a view, it would lead to an anomalous situation in as much as the settlement would bind the workers who are signatory thereto and were represented through the majority union, but the workers represented through the minority union would be governed by the award.' The Hon'ble Court referred to anomalous situation as a result of two sets of service conditions that may prevail in the same company or establishment.

42. In the case of **Herbertson Limited v. Workmen of Herbertson Limited and Others, 1977-Lab.I.C.-162**, the Hon'ble Apex Court observed that question of adjudication has to be distinguished from a voluntary settlement and a settlement, therefore, cannot be judged on the touchstone of the principles which are laid down by this Court for adjudication. There may be several factors that may influence parties to a settlement as a phased endeavour in the course of collective bargaining. Once, cordiality is established between the employer and employee in arriving at a settlement which operates well for the period that

is in force, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlement avoiding friction and unhealthy litigation. This is the quintessence of settlement which Courts should endeavor to encourage. It is in that spirit the settlement has to be judged, not by the yardstick adopted in scrutinizing an award in adjudication.

43. The Hon'ble Supreme Court in **National Engineering Industries Ltd. Vs. State of Rajasthan and Others, 2000 (1) SCC 371** observed that if there are number of trade unions registered under the Trade Union Act, 1926 and they raise disputes, industrial peace would be a far cry. When there is a dispute that the settlement is not bonafide in nature or that it has been arrived at on account of fraud, misrepresentation or concealment of facts or even corruption and inducements, it could be subject matter of yet another industrial dispute, which an Appropriate Government may refer for adjudication.

44. In the case of **Food Corporation of India Staff Union Vs. Food Corporation of India, 1995 Supp.(1) SCC 678**, the Apex Court held that the collective bargaining is the principal *raison d'être* of the trade unions. However, to see that the trade union, which takes up the matter concerning service conditions of the workmen, truly represents the workmen employed in the establishment, the trade union is first required to get itself registered under the provisions of Trade Unions Act, 1926. This gives a stamp of due formation of the trade union and assures the mind of the employer that the trade union is an authenticated body; the names and occupation of whose office-bearers also become known. But when in an establishment, be it an industry or an undertaking, there are more than one registered trade unions, the question as to with whom the employer should negotiate or enter into bargaining assumes importance, because if the trade union claiming this right be one which has as its members minority of the workmen/employees, the settlement, even if any arrived between the employers and such a union, may not be acceptable to the majority and may not result in industrial peace. In such a situation with whom the employer should bargain, or to put it differently who should be the sole bargaining agent, has been a matter of discussion and some dispute.

45. In the case of **Unichem Laboratories Limited Vs. Workmen, 1972(I) LLJ 576** it is observed that in the fixation of wages and dearness allowance, the legal position is well established that it has to be done on an industry-cum-region basis having

due regard to the financial capacity of the unit under consideration. The principle, therefore, which emerges is that in applying the industry-cum-region formula for fixing wage scales, the tribunal should lay stress on the industry part of the formula, if there are a large number of concerns in the same region carrying on the same industry, in such a case in order that production cost may not be unequal and there may be equal competition, wages should generally be fixed on the basis of the comparable industries, namely, industries of the same kind but where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance.

46. In the case of **Workmen of Balmer Lawrie and Co. v. Balmer Lawrie & Co., 1964(I) L.L.J. 380**, it has been held that if the paying capacity of the employer increases or the cost of living shows an upward trend, or there are other anomalies, mistakes or errors in the award fixing wage structure, or there has been a rise in the wage structure in comparable industries in the region, industrial employees would be justified in making a claim for the re-examination of the wage structure and if such a claim is referred for industrial adjudication, the adjudicator would not normally be justified in rejecting it solely on the ground that enough time has not passed after making of the award, or that material change in relevant circumstances had not been proved.

47. In case of **Workmen represented by Secretary Vs. Reptakos Brett and Co. Ltd. (1992) LAB.I.C. 289**, it is observed that the management can revise the wage structure to the prejudice of the workmen in a case where due to financial stringency it is unable to bear the burden of the existing wage. But in an industry or employment where the wage structure is at the level of minimum wage, no such revision at all, is permissible not even on the ground of financial stringency. It is, therefore, for the management, which is seeking restructuring of DA scheme to the disadvantage of the workmen to prove to the satisfaction of the tribunal that the wage structure in the industry concerned is well above minimum level and the management is financially not in a position to bear the burden of the existing wage structure.

48. In case of **French Motor Car Company Limited Vs. The Workmen, 1962(II) LLJ 74** it is observed that generally adjustments are granted when scale of wages are fixed for the first time. But there is nothing in law to prevent the tribunal from granting adjustment even in case where

previously pay sales were in existence; but that has to be done sparingly taking into consideration the facts and circumstances of each case. The usual reason for granting adjustment even where wage scales were formerly in existence that the increments provided in the former wage scales were particularly low and therefore justice required that adjustment should be granted a second time.

49. In case of **Workmen of New Egerton Woollen Mills v. New Egerton Woollen Mills and Others, 1969-II L.L.J. 782**, it was held that the tribunal has first to ascertain whether there are comparable concerns in the same industry in the region and while doing so, it has to take into account the extent of business, the capital invested, the profits, the nature of business, the standing, the strength of labour force, the reserves, if any, the dividends paid, the future prospects of the business of concerns put forward before it as comparable and other relevant facts. Obviously, there can be no comparison between a small struggling unit and a large flourishing concern of long standing. Where there are no such comparable concerns in the same industry in the region the tribunal can look to concerns in other industries in the region for comparison but in that case such concerns should be as similar as possible and not disproportionately large or absolutely dissimilar.

50. In case of **Kamani Metals and Alloys Ltd, and their workmen, 1967 (II)LLJ 55**, it has been observed that the first principle is that there is minimum wage which in any event, must be paid, irrespective of the extent of profits, the financial condition of the establishment or the availability of workmen on lower wages. This minimum wage is independent of the kind of industry and applied to all alike big or small. It sets the lowest limit below which wages cannot be allowed to sink in all humanity. The second principle is that wages must be fair that is to say, sufficiently high to provide a standard family with food, shelter, clothing, medical care and education of children appropriate to the workman but not at a rate exceeding his wage-earning capacity in the class of establishment to which he belongs.

51. In case of **New Standard Engineering Co. Ltd. v M. L. Abhyankar and others, 1978(I) LLJ 487** it has been held that where a settlement is arrived at, during the pendency of a case which might go adverse to the workers, such possibility is a force in favour of a negotiated settlement and where a vast majority of workmen accepted the settlement, that too will be a factor in favour of the same and where the largest union is a party to the

settlement and the bonafides of that union are not in dispute, that will be a significant factor in favour of the settlement in deciding whether the settlement was fair and just. In short, the settlement has to be judged not by the yardstick adopted in scrutinizing the award in adjudication, but whether the settlement has been voluntarily arrived at by the parties which is fair and just and apart from that the need for industrial peace.

52. The sequester of the above citations which are relied upon by the parties is that the settlement has to be taken as a package deal and that the question of adjudication has to be distinguished from a voluntary settlement. There may be several factors that may influence parties to come to a settlement and once cordiality is established between the employer and employee in arriving at a settlement, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlement avoiding friction and unhealthy litigation and that the Tribunal should endeavour to encourage such a settlement and it is in that spirit the settlement has to be judged, as also whether the settlement is just and fair as the object of the Act is to maintain industrial peace and harmony which is essential to industrial development and economy of the nation and therefore having regard to the above citations and the law laid down by the Apex Court, it is required to be seen whether the settlement dated 6-4-2011 is fair, legal and proper, accepted by the majority and cover all the demands, which are subject matter of the present dispute.

53. Admittedly, the breakaway group of GMU and the managing committee of Goa MRF Employees Union led by Shri Savio Furtado have entered into a Settlement dated 6-4-2011 which Party I has challenged on the aspect of fairness, legality and acceptance of the settlement by the majority. The witness of Party II, Shri T. M. Kurian has deposed that an overwhelming number of the workmen of Goa MRF Union who were dissatisfied with the existing office bearers of the Union over the conduct of Union affairs and inordinate delay in arriving at a settlement have decided to come out of the Union to form a separate breakaway group, formed a committee to negotiate with the management, held a meeting on 4-3-2011 for the purpose, nominated their ten representatives and requested the management to invite them for negotiations on Charter of demands and after prolonged discussions on various dates, the negotiating committee of the breakaway group and Goa MRF Employees Union, arrived at a Settlement

finally on 6-4-2011 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act signed between the management and breakaway group of GMU and GMEU and the said settlement provides for various benefits to the workmen in the form of increase in salary and almost covered all the demands raised by the Union.

54. Ld. Adv. Bennet D'Costa for Party I has submitted that the settlement which has been arrived at was represented by a small percentage of workforce as Mr. Savio Furtado faction of GMU was having 166 members, the co-ordination committee was having 75 members, the total workmen who were parties to the settlement were therefore 241 workmen out of 896 workmen and hence, the percentage of parties to total workforce was 26.89%. He further submitted that the total number of GMU is having 464 members and therefore the total members of GMU as percentage of workforce is 51.3%. The Company insisted in negotiating with the faction of the GMU led by Mr. Savio Furtado representing 166 workmen but kept out the GMU which represented 51.3% of the workforce. The management has taken no efforts to verify whether the parties to the settlement were representing majority workmen and deliberately bypassed the majority of the workmen of about 291 represented by Rohidas Naik faction of GMEU and about 464 authorized representatives of GMU. He also submitted that temporary workers numbering 406 cannot be considered as there was no option for them but to sign the settlement, which means that 45.03% of those workmen who were on the rolls of the company as on 6-4-2011 have accepted the settlement and the majority of the workmen have not accepted the settlement.

55. Ld. Adv. G. K. Sardessai for Party II has submitted and rightly so that the total number of employees as on September, 2014 is 1152. The witness of Party II, Shri Kurian has stated so in his affidavit and the said fact is not in dispute. Mr. Kurian has also stated in Para 13, page 14 of the cross examination that the total number of employees who accepted the settlement as on Sept. 2014 is 813 which is about 70% of the total workforce and therefore the total number of employees who have not accepted the settlement would be 339, which comprises of only 30% of the workforce. There is no dispute that GMU membership as per the interim relief paid is 158 and Shri Gokuldas Gaude on page 16 of the cross examination has admitted so. He also stated that remaining members out of 253 were forced to sign the Settlement dated 6-4-2011. The total membership of GMU is therefore 13% of the total

workforce. There is no dispute that Rohidas faction of the Union has not submitted any Charter of demands nor raised any dispute before appropriate authorities. It has come on record that the total membership of workmen of Rohidas group is 181, which constitutes about 17% of the workforce.

56. It is an admitted fact that the total number of employees as on April, 2011 was 886 as stated by Shri Gokuldas in his affidavit at Para 33. The total number of the workmen of Rohidas who did not submit the Charter of demands was 291 and therefore the total number of workmen who submitted Charter of demands which includes GMU and Savio faction of GMEU is 595. There is no dispute that the total number of workmen, who accepted the settlement as on April, 2011 who had given the Charter of demands is 396, which is about 66%. There is also no dispute that the total workmen of Savio faction of GMU is 166 as per Para 62, Page 12 of the written arguments and the breakaway group who accepted the settlement is 230 and the GMU workmen who did not accept the settlement was 199. It is an admitted fact that more than 50% left GMU and accepted the settlement. In any event, the majority of the workmen accepted the terms of settlement by executing individual acceptance letters and accepted the benefits. It is therefore the contention of Ld. Adv. Bennet D'Costa that the company excluded majority of workmen from being a part of negotiation in complete violation of the principle of collective bargaining is devoid of substance and therefore cannot be accepted.

57. Discernibly, the Settlement dated 6-4-2011 has been signed by the breakaway group of GMU and the managing committee of GMEU and the same is not in controversy. The breakaway group consisting of 75 workmen had a meeting on 4-3-2011 and had come forward for negotiation with the management before entering into the settlement as seen from the letter dated 4-3-2011 at Exb. 121. The witness of the Party II, Shri Kurian has categorically stated that the total number of employees who accepted the benefits of the settlement is 813 out of 1152 workmen, which is 70% of the total workmen of the Party II, which is a substantial majority. The Declaration/Undertaking given by the individual workmen at Exb. 168 colly., and the salary slips for the month of March, 2011, April, 2011, May 2011 and June, 2011 at Exb. 167 colly., also go to prove that the majority of the workmen have voluntarily accepted the terms of settlement and the benefits flowing out of the settlement.

58. Ld. Adv. Bennet D'Costa for Party I has submitted that the Settlement dated 6-4-2011 is unfair, improper and does not cover all the demands which are subject matter of the present reference. He further submitted that the management attempted several tactics to coerce workers into accepting the settlement by issuing threats and inducements. The company started a propaganda that the company will grant an interest free recoverable advance of Rs. 24,000/- to those workmen who accepted the settlement. The company also promoted some workmen in order to increase number of workers to accept the settlement of the company. The company in order to force the workers to accept the settlement unilaterally and illegally extended the settlement to many workers and played all sorts of tricks to force the workers to accept the settlement. The Savio group and the co-ordination committee were only interested in the wages of A group and B group workmen since they belonged to said grades. C grade workers could not be unskilled and yet the skilled allowance of Rs. 452.20 is given to only A & B Grade and not to C Grade workers, which is a discrimination. The Negotiation committee members were given freedom to wages without actually doing the work and they were given special leave for the purpose of their own convenience and that the management harassed and victimized those workmen who did not accept the settlement. The supervisors also constantly pressurized the workers by issuing threats of transfer to another department. They also threatened Mr. Gaude on 25-2-2011 in the factory premises.

59. The witness of Party I, Shri Gokuldas Gaude in Para 36 of his affidavit in evidence has also claimed that the signatories to the settlement dated 6-4-2011 and their group were always given preferential treatment by the company by way of inducements to toe the company line as desired by the company. He has given a chart in Para 37 wherein he stated that the company has granted special leave facilities to the signatories of the settlement dated 6-4-2011, however a little peep into the chart clearly shows that the special leaves were given either prior to 2011 settlement or post settlement. There are also no allegations nor there is any document produced on record that Party I/Workmen were denied the special leaves or advances by the management. There are also no allegations that inspite of them asking the privileges like special leave or advances, it has been denied to them as rightly pointed out by the Ld. Adv. Sardesai for Party II. Shri Gokuldas Gaude

in Paras 38, 39, 40 and 41 have stated that Rohidas Naik and other office bearers of GMEU have not been granted special leave, which fact has not been supported nor proved.

60. The witness of Party I, Shri Gokuldas Gaude has also stated that the company has resorted to victimization, punishment and harassment to the workers named in Para 39 and 40 for not accepting the Settlement dated 6-4-2011, however none of the said workers have stepped into the witness box in support of the said case. It is also alleged in Paras 41, 42, 43 and 44 that the company unilaterally and illegally extended the settlement to the workers mentioned in Para 41, however none of the workers have supported the case of Gokuldas Gaude nor any worker has stepped into the witness box to prove the said allegation and therefore the submission of Ld. Adv. B. D'Costa that the Parties to the settlement indulged in corrupt practices of taking undue favours from the employer for the negotiating committee members both in terms of cash and in terms of privileges including special leave, advances etc. cannot be accepted.

61. Ld. Adv. Bennet D'Costa for Party I also submitted that the financial position of the company was very good. The witness examined by Party I namely, Shri Arvind Nair has clearly demonstrated that the erosion of value of wages of 2006 settlement and the real increase in wages granted by in 2000 settlement. He also compared the wages of 2011 settlement as compared with Nestle Ltd., Goa as on Dec., 2010. The evidence adduced by Party I is based on 15th ILC Norms of minimum wages on the basis of which the minimum wage should be Rs. 227.81 and it is seen that the wages of the workmen under 2011 Settlement as on Dec., 2012 is less than 227.81 which is less than the minimum wage required for subsistence and therefore the Settlement dated 6-4-2011 is unfair and illegal which does not cover all the demands.

62. There cannot be any dispute that the settlement dated 6-4-2011 has been accepted by majority of the workmen out of which only 13% of Party I have either refused to sign or failed to accept the terms of settlement. The witness of the Party I, Shri Gokuldas Gaude showed ignorance when he stated that he does not know what the increase in salary was pursuant to Settlement dated 6-4-2011. He claimed that in present Charter of demands, they want increase in salary to the same extent as they have got in the Settlement dated 1-12-2014 and if they are paid the same amount as per Settlement dated 1-12-2014 in the present Charter

of demands, there would not be any difference in the amount paid to them and the other workers who were the members of the Union. The said submission of Gokuldas Gaude clearly shows lack of understanding in increase in salary pursuant to the Settlement dated 6-4-2011. The Party I cannot claim the benefits of settlement of 2014 to the settlement of 2011 arrived at by the management, neither it is their case that they are entitled for extension of benefits of 2014 settlement to 2011 settlement.

63. The witness of Party I, Shri Gokuldas Gaude in his cross examination has not produced his pay slip so also the pay slips of other workers who were confirmed along with him, although he was directed to produce the same. No justification was given by him for non production of pay slips. It is therefore not understood how the Union has calculated the increase in salary vis-a-vis the previous settlement. Gokuldas has claimed that he does not know, if the workers from the same category and the same grade get the same allowances or that the salary structure of the employees working in different category and grades differ and that in the piece rate the workers get different emoluments. The difference in the wage structure is therefore not explained. The Charts prepared by Shri Arvind Nair and relied upon by him in the evidence therefore cannot be believed. Gokuldas also claimed that he is not aware how the piece rate was discussed and arrived at between the management and the Union in the settlement of 2014 and that he does not know what was the increase in the salary pursuant to Settlement dated 6-4-2011. He has not given any justification how the increase in wages by way of Settlement dated 6-4-2011 was very less and does not cover daily needs. It is therefore not explained how wages paid to the workers are unjust and unfair.

64. Discernibly, the Charter of demands of Party I vis-a-vis the Settlement dated 6-4-2011 clearly shows that the workmen who accepted the settlement had their salaries revised to higher level which can be seen from the salary slips at Exb. 117 colly, which covers most of the demands raised by Party I. The workmen who had accepted the demands received the benefits like hike in Piece Rate, hike in Fixed and Variable Dearness Allowance, hike in Service Benefits, hike in Efficiency Bonus, hike in Service Increment, hike in Other Allowances like Washing Allowance, Shift Allowance, House Rent Allowance, Conveyance Allowance, Children Education Allowance, hike in benefits like LTA, Festival Allowance, Medical

Benefits for non ESI workmen, Group Insurance, Employment of next Kin, Transport, Annual Bonus, Annual Gift, High Productivity Allowance, Double Building Allowance, Skill Allowance, Canteen, Supply of soaps/towels, Death Relief Scheme, Block Efficiency Bonus, Monthly Productivity Bonus and Uninterrupted Bonus.

65. The comparative Chart of Settlement dated 6-4-2014 vis-à-vis the Charter of demands of GMU dated 16-09-2010 at Exb. 113 shows that there is substantial rise in the demands raised by Party I in the form of payment to Engineering workmen, revision in piece rate at 100% performance, increase in efficiency bonus, service increment, service benefits, increase in FDA, VDA, washing allowance, shift allowance, HRA, conveyance allowance, children education allowance, LTA, lunch allowance, picnic allowance, weekly off/paid holiday working allowance, special allowance, bectomy/vasectomy allowance, attendance allowance, medical allowance, furnishing allowance, stagnation allowance, bonus, plant bonus, festival advance, funeral expense, long term service award, employment to the next of kin, transport, provident fund, annual gift, leave, privilege leave, casual leave, sick leave, service leave, paid holiday/restricted holidays, working on holidays/weekly off days, safety/protective wear, medi-claim benefit, two wheeler tyre subsidy, relieving, house repair/renovation/extension loan, welfare fund scheme, thrift scheme, miscellaneous, job specification, existing benefits, general, special leave, etc.

66. The evidence as well as documents produced on record by Party II including salary slips and settlements clearly show a 100% increase of wages and other benefits in every settlement. The Settlement dated 6-4-2011 indicates that the workers have received revised wages and enhanced benefits which is more than minimum wage claimed by Party I. The Party I have not challenged the validity and legality of the Settlement dated 6-4-2011 on the ground of corruption and fraud but on the contrary, signed the Settlement dated 1-12-2014 which was based on settlement of 2011. Moreover, the wages of the workers belonging to Party I have been brought on parity with those of other workmen of the factory who have accepted the settlement and therefore the Settlement dated 6-4-2011 has to be accepted as just and fair, which is relevant for maintaining industrial peace and stability of economy.

67. The other witness viz. Arvind Nair has claimed that he had not participated in the

negotiation of the Charter of demands which culminated into Settlement dated 1-12-2014 but admitted that he has no knowledge of accounts. He also claimed that he had not seen the manufacturing process of MRF Factory in Goa or the manufacturing process of Nestle Factory in Goa. He admitted that he has not calculated the percentage rise given to the workers in the Goa factories since the time of inception of the factories and that he is not aware about the technological and automatic changes made in MRF and Nestle factories in Goa during last 10 years. Discernibly, Shri Arvind Nair denied the suggestion that DA paid to Goa Unit of MRF is 100% neutralization but admitted that the settlement is preferable to adjudication and that the settlement is a package deal.

68. The said witness, Shri Arvind Nair has also claimed that he is not a party to the negotiation team with respect of Nestle Settlement and that he advised MRF union to settle the Charter of demands with respect to 2014 settlement but he has not checked when Settlement dated 1-12-2014 was arrived at granting an increase of Rs. 8350/- per month and whether the workers of MRF are getting wages lesser than Nestle. He also admitted that he is not aware of the settlements or the VDA rise in the settlements from 14-04-2001 but admitted that the Chart as per annexure A at page 1 does not disclose VDA, block efficiency bonus, monthly productivity bonus, special allowance, shift allowance or canteen subsidy. He also admitted that since 2006 settlement, variable dearness allowance as on the date of signing of the settlement, which had accumulated has been merged in the FDA and the said practice of merger of accumulated VDA into FDA continued in every settlement. He also admitted that wage of the worker includes many other components apart from VDA as reflected in the Chart at annexure A. The evidence of Arvind Nair and the Charts produced by him do not assist Party I in establishing its case.

69. The Party I has also examined Ms. Gail Azavedo, Statistical Assistant in Director of Planning, Statistics and Evaluation, Govt. of Goa. She has claimed that they have weeded the monthly and weekly statement of retail prices of the Margao market for the month of April, 2011. She has however produced the Statistical hand book for the years 2011-12 and 2012-13 published by the Department but claimed that she cannot comment as she was not dealing with compilation of the hand books referred above as she is from Price Section. She also claimed that she had not done price collection produced by her in Exb. 243

and 244 but admitted that while doing the survey and price collection, luxurious items like mixture grinder, washing machine are also taken into consideration. The witness therefore is of little use to the Party I who has examined her.

70. The Party I also examined Shri Shailendra Bhidye, Manager Human Resources of Nestle India who has produced on record the Memorandum of Settlement dated 29-1-2014 at Exb. 249, Balance Sheet for the year 2010-2014 at Exb. 250 and 11 pages of permanent workers of Nestle India Co. in all grades in Exb. 251 colly. He has also produced on record Settlement dated 29-12-2010 at Exb. 254. He, however in the cross examination stated that he is not signatory to the settlements at Exb. 249 and 254 and he was not part of negotiation team while signing the settlements and was not aware whether entire balance sheet was taken into consideration or not. He, however admitted that the settlements are entered into on the basis of the benefits given to the workers as well as commitments by the workers and the productivity. He also stated that he is not aware if while signing the settlements, the company has taken into account the line of business in similar industries in Goa region.

71. The witness Shri Shailendra Bhidye also claimed that MRF manufactures tyres and Nestle India manufactures only chocolates and confectionary products. He claimed that he does not know if parity in wages is maintained in both units of Nestle in Goa or the service conditions in both the units are the same. The witness stated that the pay slips at Exh. 251 do not reflect the date of joining of the workers and that he does not know the nature of jobs performed by the workers whose pay slips are produced at Exh. 251 colly. He also stated that they do not pay piece rate to the employees and that the Profit and Loss Account at Exh. 259 colly. pertained to entire Nestle Company across India and he cannot explain what are the aspects taken into consideration while preparing Profit and loss Account. The principle of region-cum-industry is to determine how the wages prevailing in the company in question compared with those given to the workmen of similar grade/scale and the similar establishment means establishment with similar size in terms of extent of business, capital invested by them, the profits made by them, their standing, reserves, labour force, dividend declared by them. The evidence on record though Shri Bhidye does not help in comparing Nestle Company with Party II as the size, extent of business, capital invested, profits

made by them, the labour force and the nature of business is not the same and therefore both companies cannot be compared with each other.

72. The witness of the Party II, Shri Kurian has referred to the Settlement dated 1-12-2014 and has claimed that the management in consideration of smooth running of the company has put forth its requirement as Charter of demands dated 2-5-2014 and the management and the co-ordination committee comprising of GMU, GMEU and GMWU had several rounds of discussion separately on Charter of demands and entered into a Settlement dated 1-12-2014 and for the purpose of coming at an amicable Settlement for revision of wages and enhancement of benefits, the Settlement dated 6-4-2011 was taken as the base and therefore, the Settlement dated 6-4-2011 is deemed to be accepted by Party I Union.

73. Ld. Adv. Bennet D'Costa for Party I submitted that the Settlement dated 1-12-2014 has nothing to do with the subject matter of dispute as the Charter of demands raised by the Party I have not been settled by Party II, however as rightly submitted by Adv. Sardesai, it is an admitted fact that the Settlement dated 1-12-2014 has been signed by Party I, GMEU and GMWU and after several rounds of discussion, the Charter of demands raised by the parties have been amicably settled. It is also important to know that for revision of wages and enhancement of benefits, the Settlement dated 6-4-2011 was taken as a base. Moreover, Shri Gokuldas Gaude, the witness of Party I has admitted that the Settlement dated 1-12-2014 at Exb. 128 were signed by all the members of their Union and that he had taken advance amount from the company under the settlement. He also admitted that they have accepted the settlement as fair settlement and that he has no grievance against the fairness and legality of the said settlement. He also admitted that the breakaway group of GMU who had signed the Settlement dated 6-4-2011 has now formed themselves into union viz. GMWU. He also admitted the contents of Charts of salary for the month of Oct., 2010, Sept., 2014 and Oct., 2014 at Exb. 227 as well as Charts of salary for the months of Sept., 2006, Oct., 2006, Oct., 2010, Sept., 2014 and Oct., 2014 at Exb. 228 which clearly show that the benefits of Settlement dated 6-4-2011 have been duly accepted by majority of workmen without any demure.

74. Ld. Adv. Bennet D'Costa for Party I has further submitted that with regard to Mr. Savio Furtado who is claiming to be the President of the Union, no record has been filed that he has been

authorized by the managing committee of the Union. He further submitted that it was suggested that Mr. Savio Furtado, General Secretary, Treasurer, etc. who signed the settlement were not the President, General Secretary and Office Bearers of the Goa MRF Employees Union. It was also suggested that Mr. Rohidas Naik is the duly elected President. It is also admitted that Mr. Rohidas Naik has been representing the Goa MRF Employees Union in various litigations. He, therefore submitted that in this background, the failure to get any of the workmen to prove their authorization vitiates the settlement itself and it cannot be said that Mr. Savio Furtado was the duly elected President of the Goa MRF Employees Union and on this ground also, the company has not proved that Rule 58 has been complied with and as the legal validity of the settlement is in serious doubt, it is not a fit case where the award should be made in terms of such a settlement.

75. Undoubtedly, as far as Party I is concerned, there cannot be any dispute that Savio Furtado is the President of Goa MRF Employees Union and that he signed the Settlements dated 06-04-2011 and 01-12-2014 respectively as the President of Goa MRF Employees Union. The witness of Party II, Shri T. M. Kurian on page 30 of the cross examination has denied that Shri Savio Furtado and his committee are not the Office Bearers of GMEU and that Rohidas Naik and his committee were duly elected President and Office Bearers of the Union. Importantly, the witness of the Party I workmen, Shri Gokuldas Gaude has admitted on page 7 of the cross examination that the Settlement dated 01-12-2014 was signed by one Shri Gajanan Gaude on their behalf.

76. The witness, Shri Gokuldas Gaude also stated that one Shri Cruz Gracias has signed as the President of Goa MRF Welfare Union and Shri Savio Furtado, Shankar Parab and Kissan Dessai have signed the said settlement as the President, Treasurer and Jt-Secretary of GMEU. He, however claimed that he has stated that Shri Savio is not the President of GMEU as there were cases against him on the subject of Presidentship of the said Union and the said dispute is pending till date. There is no dispute that the Settlement dated 01-12-2014 at Exb. 128 have been signed by Savio Furtado as the President of GMEU along with Gokuldas Gaude and others. The Party I has not disputed the said fact. The Party I therefore cannot challenge that Savio Furtado is not the President of GMEU having signed the Settlement dated 01-12-2014 along with him and others and therefore, the above contention of Ld. Adv. B. D'Costa cannot be accepted.

77. The Party I by way of any evidence either oral or documentary have not been able to point out any particular clause of the Settlement dated 6-4-2011 to show that the same was not in the interest of the workmen at large or that the objectionable portion had completely effaced all other benefits gained under the settlement, on the contrary, they have signed the Settlement dated 1-12-2014 and accepted the benefits without any demure. In absence of the fact that the Settlement dated 6-4-2011 was unjust, malafide or suffers from want of bonafides or that it is illegal, the Settlement dated 6-4-2011 will have to be presumed to be fair, just and reasonable. It is therefore once the members of Party I, GMEU and GMWU have accepted the terms of the Settlement dated 1-12-2014 whose revision of wages and enhancement of benefits was based on the Settlement dated 6-4-2011, the reference of Charter of demands of Party I do not survive.

78. The above discussion clearly shows that the settlement dated 6-4-2011 was between the GMEU and section of workers representing GMU and the majority of the workers have accepted the benefits of the said settlement which covered all the demands raised by Party I. Such a settlement had to be accepted for industrial peace and harmony and stability of economy. The foundation of challenge to the validity and legality of the Settlement dated 6-4-2011 has not been proved by Party I, however the fact remains that the majority of the workmen have accepted the Settlement dated 6-4-2011 and have also entered into Settlement dated 1-12-2014 and when the majority of the members of the Union has accepted the benefits of the settlement in the course of collective bargaining having regard to the Charter of demands of the parties, the only conclusion is that the settlement is fair, legal and proper.

79. Moreover, for the purpose of revision of wages and enhancement of benefits in the Settlement dated 1-12-2014, the Settlement dated 6-4-2011 was taken as a base and the said settlement per se indicates that the Party I have agreed on revision of wages and benefits in the Settlement dated 1-12-2014 taking the Settlement dated 6-4-2011 as the base and therefore in view of the Settlement dated 1-12-2014, the wages of workmen belonging to Party I have been brought on parity with those of other workmen of the factory who have accepted the Settlement dated 6-4-2011. The submission of Ld. Adv. B. D'Costa that the parties to the settlement indulged in corrupt practices or that

there was discrimination with respect to payment of money to the workers or that the settlement of 2011 gives a much lower wage than that of Nestle Company or that it fixes a wage less than determined by 15th I.L.C. norms cannot be accepted. The Party II have proved that the Settlement dated 6-4-2011 is fair, legal and proper, accepted by the majority and covered all the demands which are subject matter of the present dispute. Hence, the above issue No. 3 is answered in the affirmative.

80. In the result, I pass the following:

ORDER

1. The persons who have signed the Settlement dated 6-4-2011 were authorized on behalf of the workmen to negotiate and enter into the settlement and that the Settlement dated 6-4-2011 is fair, legal and proper and has been accepted by the majority and that it covers all the demands which are subject matter of the present reference. Consequently, an award is passed in terms of the said Settlement dated 6-4-2011.
2. No order as to costs.
3. Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court

◆◆◆
Department of Law & Judiciary

Law (Establishment) Division

—
Order

No. LS/1077/93-Part II/2102

Government of Goa in consultation with the Ld. Additional Advocate General of the State of Goa is pleased to reconstitute the following Panel of State Standing Counsels/Additional Government Advocate to appear before the Hon'ble Supreme Court of India, New Delhi, National Green Tribunal, New Delhi and other Courts including JERC Gurgao, High Court of Delhi and other Tribunals in the matter for defending the interest of Government of Goa, with immediate effect on the following terms and conditions:-

Sr. No.	Name of Advocates	Designation
1.	Adv. Dattaprasad Lawande	Ld. Addl. Advocate General
2.	Adv. Pratap Venugopal	Standing Counsel
3.	Adv. Shiddharth Bhatnagar	Standing Counsel
4.	Adv. Ruchira Gupta	Standing Counsel
5.	Adv. Arjun Bobde	Standing Counsel
6.	Adv. Sibho Sankar Mishra	Standing Counsel
7.	Adv. Shashank Garg	Standing Counsel
8.	Adv. Rukmini Bobde	Standing Counsel
9.	Adv. Jai A. Dehadrai	Standing Counsel
10.	Adv. Anshuman Srivastav	Standing Counsel
11.	Adv. Rajiv Nanda	Standing Counsel
12.	Adv. Salvador Santosh Rebello	Addl. Government Advocate

2. The allotment of cases before the Hon'ble Supreme Court of India for defending the interest of Government of Goa will be made by the Ld. Addl. Advocate General of the State of Goa.

3. The Standing Counsels has to keep the Ld. Addl. Advocate General of the State of Goa informed well in advance of the date of hearing of the matters and also seek his instructions from time to time.

4. No Counsels other than above shall be engaged, unless approved in prior point of time; else the Ld. Advocate General/Ld. Addl. Advocate General of the State of Goa shall appear in Hon'ble Supreme Court of India in all the matters of Supreme Court of India.

5. The Standing Counsel shall be paid Rs. 5,500/- (Five thousand five hundred only) per effective appearance before the Hon'ble Supreme Court of India, New Delhi, National Green Tribunal, New Delhi and other Courts including JERC Gurgao, High Court of Delhi and other Tribunals and also they shall be entitled to a fee of Rs. 1,000/- (Rupees one thousand only) for every drafting of Affidavit or Special Leave Petition. In addition to this, they shall be entitled for reimbursement of an amount of Rs. 2,500/- (Maximum) (Rupees two thousand five hundred only) per month towards miscellaneous expenses such as stationery, purchase of papers photo copying of documents, pleading, case extracts/citations etc. subject to production of necessary bills/cash memos/receipts duly certified by respective Standing Counsel as per the Order dated 31-07-2014.

6. Adv. Salvador Santosh Rebello, Additional Government Advocate shall be paid as per the terms and conditions issued vide Government Order No. 1/19/2015/LD(Estt.)/150 dated 18-01-2016 with Corrigendum No. 1/19/2015/LD(Estt.)/1887 dated 25-10-2016.

6. The above instructions shall be scrupulously followed by the Department concerned.

7. This Order shall supersede the earlier vide Order No. LS/1077/93-Paet-II/269 dated 01-02-2016.

8. This issues with the concurrence of Finance (Exp.) Department vide U.O. No. 1475791 dated 02-12-2016.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Law-Estt.).
Porvorim, 7th December, 2016.

Department of Personnel

Order

No. 6/2/2002-PER (Part)/3576

Read: i) Order No. 13/7/2016-PER dated 29-07-2016.
ii) Order No. 13/7/2016-PER dated 25-11-2016.

The Government of Goa is pleased to curtail the extension in service granted to Shri N. P. Signapurkar vide order read at preamble (1 & 2), with immediate effect.

Consequently, Shri Prasad Lolayekar, Director of Art & Culture, shall hold charge of the post of Member Secretary, Goa Kala Academy, with immediate effect, in addition to his duties, until further orders.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).
Porvorim, 1st December, 2016.

Order

No. 6/18/2016-PER/3574

Read: 1) Order No. 6/16/2013-PER/Part dated 25-11-2014.
2) Order No. 6/16/2013-PER/Part dated 26-03-2015.
3) Order No. 6/16/2013-PER/Part dated 24-08-2015.

4) Order No. 6/16/2013-PER/Part dated 22-09-2015.

5) Order No. 6/16/2013-PER/Part dated 20-11-2015.

6) Order No. 6/8/2016-PER dated 04-08-2016.

7) Order No. 6/18/2016-PER dated 24-11-2016.

The Governor of Goa hereby extends the probation period of the following Junior Scale Officers of Goa Civil Service appointed to the cadre vide Orders read in preamble from (1) to (6) above for a further period of 06 months or till the probation period is formally lifted whichever is earlier w.e.f. 25-11-2016, in terms of Clause 15, 16 & 17 of O.M. No. 28020/1/2010-Estt.(C) dated 21-07-2014 of Ministry of Personnel, Public Grievances & Pensions adopted by the State Government vide O. M. No. 12/14/89-PER (Part) dated 12-08-2014, on account of the administrative delay and in terms of Rule 22 of Goa Civil Service Rules, 2016.

1. Smt. Maya M. Pednekar.
2. Shri Santosh S. Kundaikar (ST).
3. Shri Bhushan Keshav Savoikar.
4. Kum. Sheru Appa Shirodkar.
5. Smt. Varsha S. Naik.
6. Smt. Anju S. Kerkar.
7. Shri Gourish Shankar Kurtikar.
8. Shri Brijesh D. Manerkar.
9. Smt. Neetal P. Amonkar.
10. Shri Yeshwant D. Kamat Khadaye.
11. Smt. Olga Menezes.
12. Shri Arvind B. Khutkar (ST).
13. Shri Pipi T. Murgaonkar (ST).
14. Shri Sagun R. Velip (ST).
15. Smt. Sushma D. Kamat.
16. Smt. Maria S. D'Souza.
17. Shri Gaurish J. Shankhwalkar.
18. Shri Mahadev J. Araundekar.
19. Shri Harish N Adconkar.
20. Kum. Sarita Sadashiv Marathe alias Gadgil.
21. Kum. Sangeeta S. Rawool alias Smt. Sangeeta Porob.

This is issued with the concurrence of the Goa Public Service Commission conveyed vide Letter No. COM/II/12/42(1)/2012/1310 dated 16-11-2016.

This is issued in supersession with the order read in preamble at serial No. (7).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 2nd December, 2016.

Order

No. 6/6/2011-PER (Part I)/3636

Read: Order No. 6/6/2011-PER dated 12-08-2011.

Whereas the Government has finalized the seniority of Officers of Goa Civil Service as per Ombudsman Report vide Memorandum dated 24-06-2014 and was subsequently vide Order dated 12-11-2014, the said Memorandum was treated as final seniority of Junior Scale Officers of Goa Civil Service as on 2006;

And whereas Shri Prasanna Acharya & Others had filed a Writ Petition No. 205 of 2014 in the Hon'ble High Court of Bombay at Goa & Hon'ble High Court vide its order dated 14-07-2014 observed that since the seniority list of Junior Scale Officers of Goa Civil Service is finalised, the petitioners are bound to get consequential benefits in terms of this memorandum;

And whereas a proposal was referred to the Goa Public Service Commission to review DPC held on 03-08-2011, of Junior Administrative Grade Officers of Goa Civil Service for promotion to Selection Grade of Goa Civil Service;

Now, therefore, on the recommendations of the Review Departmental Promotion Committee meeting held on 30-11-2016 conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(2)/2011/429 dated 01-12-2016, the Governor of Goa is pleased to promote on regular basis, under Rule 23 of Goa Civil Service Rules, 1997, as amended from time to time, the Junior Administrative Grade Officers as given below to Selection Grade, on regular basis in the Pay Band of Rs. 37,400-67,000+GP 8,700/- with due regard to the seniority within their respective grading as on 03-08-2011:-

S/N	Name of the officer
1	2
1.	Shri Sandip Jacques.
2.	Shri Arun L. Dessai.
3.	Shri N. D. Agrawal.
4.	Shri Swapnil M. Naik.
5.	Shri Elvis P. Gomes.
6.	Shri Menino D'Souza.
7.	Shri Sakharam V. Naik.
8.	Shri N. B. Narvekar.
9.	Shri Narayan Sawant.
10.	Shri Sanjit Rodrigues.
11.	Shri J. B. Bhingui.
12.	Shri Damodar B. Shanke.
13.	Shri Sanjiv M. Gadkar.
11.	Shri Yetindra M. Maralkar.

1 2

15. Shri M. B. Kumthekar.
16. Kum. Margaret A. Fernandes.
17. Shri Vinesh Arlenkar.
18. Shri Amarsen W. Rane.
19. Shri Prasad V. Lolayekar.
20. Shri Michael M. D'Souza.
21. Shri Nikhil U. Dessai.
22. Shri Prasanna A. Acharya.
23. Shri Vijay M. Paranjape.
24. Shri Y. B. Tavde.
25. Shri T. S. Sawant.

The above officials shall exercise their option for fixation of pay in promotional grade in terms of provisions of F.R. 22(I)a(2), within one month. The option once exercised shall be final.

The promotion from Junior Administrative Grade to Selection Grade of Goa Civil Service, on regular basis, as per review DPC of 03-08-2011 shall be effective from 12-08-2011.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 8th December, 2016.

Order

No. 6/3/2002-PER (Vol. I)/3646

On the recommendations of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide their letter bearing No. COM/II/42(4)/2016/430 dated 01-12-2016, the Governor of Goa is pleased to promote the following Junior Scale Officers of Goa Civil Service to Senior Scale of Goa Civil Service (Group 'A', Gazetted), on regular basis, under Rule 31 of Goa Civil Service Rules, 2016, in the Pay Band of Rs. 15,600-39,400+GP Rs. 6,600/- with due regard to the seniority within their respective grading with immediate effect:-

S/N	Name of the officer
1	2
1.	Shri Gopal Parsekar.
2.	Shri Gurudas P. Pilarnekar.
3.	Smt. Shabari Manjrekar.
4.	Shri Venancio Furtado.
5.	Shri Narayan V. Prabhudessai.
6.	Shri Derrick P. Neto.
7.	Shri K. V. Signapurker.
8.	Smt. Pushpalata Arlekar.

1	2
9.	Shri V. P. Dangui.
10.	Shri Dipak Bandekar.
11.	Shri Vikas Gaunekar.
12.	Smt. Deepali Naik.
13.	Shri Raju Gawas.
14.	Shri Anthony D'Souza.
15.	Smt. Sandhya Kamat.
16.	Smt. Meena Naik Goltekar.
17.	Smt. Laura Britto e Madre De Deus.
18.	Smt. Irene Victoria Sequeira.
19.	Shri Vassudev Shetye.
20.	Shri Rajendra D. Mirajkar.
21.	Shri R. K. Satardekar.
22.	Shri Shamsunder Y. Parab.
23.	Smt. Sneha S. Morajkar.
24.	Shri Pravin M. S. Barad.
25.	Shri Ashok V. Rane.
26.	Smt. Upasana Mazgaonkar.
27.	Shri Sabaji P. Shetye.
28.	Shri Sanjeev C. Gauns Dessai.
29.	Shri R. K. Halarnkar.

The above officials shall exercise their option for fixation of pay in promotional grade in terms of provisions of F.R. 22(I)a(1), within one month. The option once exercised shall be final.

On promotion, the Officers shall continue to hold the post presently held by them.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 9th December, 2016.

Department of Public Health

Order

No. 4/9/2016-II/PHD/1530

Read: Memorandum No. 4/9/2016-II/PHD dated 16-11-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(8)/2016/335 dated 18-10-2016, Government is pleased to appoint Dr. Vivek Prabhakar Vajaratkar to the post of Lecturer in Occupational Therapy in Allied Health Science Courses in Goa Medical College and Hospital, Bambolim-Goa on temporary basis in the Pay Band-3, Rs. 15,600-39,100+Grade Pay of Rs. 5,400/- with immediate effect and as per the terms and conditions contained in the memorandum cited above.

Dr. Vivek Prabhakar Vajaratkar shall be on probation for a period of two years.

Dr. Vivek Prabhakar Vajaratkar has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse remarks noticed by the Government on verification of their character and antecedents, their services shall be terminated.

The appointment is made against the vacancy occurred due to creation of the post of Lecturer in Physiotherapy vide Order No. 4/4/2013-II/PHD dated 05-05-2015.

By order and in the name of the Governor of Goa.

Smita S. Hede, Under Secretary (Health).

Porvorim, 1st December, 2016.

Order

No. 38/242/2006-I/PHD/2062

Read: 1. Order No. 38/242/2006-I/PHD dated 19-10-2012.

2. Order No. 38/242/2006-I/PHD dated 10-07-2014.

Sanction of the Government is hereby accorded to stop Injection Avastin and to start usage of Injection Accentrix (Lucentis) costing Rs. 24,000/- (single eye) for the treatment of Vitreo retinal services and Orbit/Oculoplasty service at Vision Multispeciality Hospital, Mapusa for the purpose of Mediclaim under Goa Mediclaim Scheme and for Medical Reimbursement of Government Employees, Freedom Fighter, MLAs under the Medical Attendance Rules, 1994.

This issues with the concurrence of Finance (Exp.) Department vide their U.O. No. 1447609 dated 21-05-2016.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 1st December, 2016.

Order

No. 47/4/2006-I/PHD/PF/2091

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(3)/2016/389 dated 16-11-2016, Government is pleased to declare satisfactory completion of probation period as well as confirmation of the following Medical Officers

under Directorate of Health Services with immediate effect:

Sr. No.	Name of the Medical Officers	Date of joining	Date of completion of probation period
1.	Dr. Rajendra Manohar Borkar	20-12-1991	19-12-1993
2.	Dr. Uttam Laxman Dessai	24-08-1992	23-08-1994
3.	Dr. Gajanan Babuli Naik	06-01-1995	05-01-1997
4.	Dr. Anil Khandeparkar	11-01-2008	10-01-2010
5.	Dr. Kunal Chari	12-09-2009	11-09-2011
6.	Dr. Racia Colaco	03-06-2010	02-06-2012
7.	Dr. Akshaya Pawaskar	02-07-2012	01-07-2014
8.	Dr. Sweta Desai	03-07-2012	02-07-2014

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).
Porvorim, 6th December, 2016.

Certificate

No. 6/11/2002-III/PHD/1532

Read: Government Order No. 6/11/2002-III/PHD dated 09-03-2016.

Certified that the character and antecedents of Dr. Wenona Herminia Fernandes, Lecturer in Psychiatry in the Institute of Psychiatry & Human Behaviour, Bambolim appointed vide above referred order has been verified by the Addl. District Magistrate, South Goa District, Margao and nothing adverse has come to the notice of the Government.

Smita S. Hede, Under Secretary (Health).

Porvorim, 30th November, 2016.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 34/4/2016/PCE-PWD-ADM(II)/201

Government is pleased to promote Shri Desmond A. Cardozo, Junior Engineer (Civil) to the post of Assistant Engineer/Assistant Surveyor of Works/Engineering Assistant (Civil) on ad hoc basis in Public Works Department, Group 'B', Gazetted in the pay band of Rs. 9,300-34,800+Grade Pay of Rs. 4,600/- with immediate effect for a period of one year or till the post is filled on regular basis, whichever is earlier.

The posting orders will be issued separately.

He shall continue to hold the charge of Junior Engineer (Civil) in the current place of posting until further orders.

The above ad hoc promotion will not bestow on the promoted officers any claim for regular promotion nor the service rendered on ad hoc basis will be counted for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Additional Secretary (PWD).

Panaji, 6th December, 2016.

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 36.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-258/350-12/2016.